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VOL. XLIV., No. 29.

The Solicitors' Journal and Reporter.

LONDON, MAY 19, 1900.

*. The Editor cannot undertake to return rejected contributions, and
 copies should be kept of all articles sent by writers who are not on
 the regular staff of the JOURNAL.

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CURRENT TOPICS.

Mr. Justice STIRLING has been chosen by the Chancery judges
 to act as a Member of the Rule Committee under section 22 of
 the Land Transfer Act, 1897.

WE PRINT elsewhere an order for the transfer of seven actions
 from Mr. Justice STIRLING, and eight actions from Mr. Justice
 BYRNE, to Mr Justice BUCKLEY for the purpose only of hearing
 or of trial.

WE REPORT shortly elsewhere a case of *Murray v. Honey*, in
 which Mr. Justice BRUCE appears to have held, after hearing
 evidence by several Scotch and English solicitors, that there is
 no usage for division of profits—or in other words, agency terms
 —between English and Scotch solicitors as regards the profit
 costs of an action conducted by an English solicitor on the
 instructions of a Scotch solicitor or law agent. This decision
 answers the query of a correspondent in our issue of the 31st of
 March last. The case will be found more fully reported as to
 the facts in the *Times* of the 4th of May last.

BOTH BRANCHES of the profession in Ireland have passed
 resolutions protesting strongly against the appointment of a
 member of the English bench to fill the vacancy among the
 Lords of Appeal caused by the retirement of Lord MORRIS; and
 we think they have ground for dissatisfaction. It is obviously
 desirable that there should be a representative of the Irish bench
 among the official members of the ultimate tribunal for Irish
 appeals. The Chancery bar are less assertive with regard to the
 result of the recent changes in diminishing the number of equity
 lawyers in the Court of Appeal; but it is to be strongly hoped
 that, on the next vacancy on the bench of that court, a judge
 of the Chancery Division will be appointed to redress the
 inequality.

WE REPRINT elsewhere an account which has been sent to the
Times of the proceedings of the committee appointed at the
 recent meeting of the Incorporated Law Society, but we
 ought to warn our readers that we have reason to believe
 it does not in all respects correctly state the resolutions
 passed by the committee. The publication of such an
 account is, to say the least, extremely unusual, and some
 of the statements in the report seem to be designed to
 create an impression that the six members appointed at the
 recent meeting are overborne by the members of the Council
 and representatives of the provincial law societies; which is
 absurd in face of the fact that the first two resolutions were
 unanimously passed. These resolutions, and the amended
 resolution as to prosecution of solicitors who have misappropriated
 moneys entrusted to them, as well as the resolution to
 be proposed by Mr. GRIBBLE, are obviously desirable by way of
 penalty on defaulting solicitors; but we take leave to doubt
 whether punishment of defaulters will prevent the recurrence of
 the recent unhappy events. The resolution which is stated to
 have been passed on Wednesday with regard to clients' money
 being kept distinct from the solicitors' own funds, is more ad
rem; but, as we have all along contended, the root of the
 recent disasters is to be found in the practice of solicitors
 embarking in financial undertakings quite outside their legiti-
 mate work; and unless there is some strong expression of

opinion against this practice, these disasters are certain to recur. We believe that if the committee will take the trouble to inquire into the larger failures of solicitors which have occurred during the last few years, they will find the cause in nearly every case to be speculation.

THE ANNUAL report of the Council of Legal Education for the year 1899, which has just been issued, contains some interesting statistics as to the recent success of their educational machinery. It appears that from 1892 to 1896 there was a continual decrease in the number of students attending the lectures and classes, and that since the latter date there has for some reason been an equally marked increase. The total number of individual students receiving instruction in 1896 was 316, but in 1899 this number had increased to 539. Nor is this owing to the popularity of any particular reader or assistant reader; for there is a marked increase in every subject. Thus, in the real and personal property lectures and classes, the numbers have increased from 180 to 234; in constitutional law, from 165 to 269; in Roman law, from 145 to 239; in common law, from 153 to 244; in equity, from 144 to 220; and in procedure, evidence, and criminal law, from 144 to 335. The very marked increase in the last-named subject seems somewhat curious, but probably it is partly due to the popularity of the reader, partly to the fact that there are no very satisfactory students' books on these subjects, and partly to the fact that they are subjects on which a young barrister requires to be competent at an early stage of his professional career. But whatever may be the reason, the council point out that the popularity of these subjects has caused some embarrassment, the lecture-rooms being too small for the audience. It seems a pity that any check should be given to the continued success of the council's work through insufficient accommodation, and we would suggest to the Inns of Court whether they could not erect in some convenient central site a really good building for their School of Law, containing two thoroughly good lecture-rooms, each capable of holding 250 students, with offices, and also a common room for students to sit in between the lectures, furnished with a good students' library. Now that the council have thrown open their lectures and classes to articled clerks as well as students for the bar, and having regard to the continued success of their work, the agitation for their abolition and the transfer of their funds (over £7,000 per annum) to the new Teaching University of London, seems to be ill-founded, quite apart from the injustice of taxing the Inns of Court (or in other words, the bar) for the erection of a school of law which would be under the management of the senate of a University of which but comparatively few barristers are graduates. We congratulate the council and their teaching staff upon a success which ought in great measure to disarm their adversaries.

IN THE SPEECH delivered by Mr. CHAMBERLAIN last Monday upon the introduction of the Australian Commonwealth Bill, cogent reasons were given for the decision of the Government in regard to the retention of the right of appeal to the Privy Council, and the Bill, as just issued, shews that effect has been given to that decision by omitting altogether clause 74 of the schedule to the draft Bill, and by inserting in clause 5 of the Bill itself an express declaration that, notwithstanding anything in the schedule, the prerogative to grant special leave to appeal to the Queen in Council may be exercised with regard to any judgment of the Federal High Court or of the Supreme Court of any State. The concluding paragraph of clause 73 has been turned into a separate clause and numbered 74, so that the amendment does not involve a renumbering of the subsequent clauses of the schedule. The terms of the omitted clause we have already quoted (*ante*, p. 338). Shortly stated, it excluded appeals to the Privy Council on matters involving the interpretation of the constitution or of the constitution of a State, unless the public interests of some other part of the Queen's dominions were concerned; and it authorized the Federal Parliament hereafter to make laws limiting the right of appeal from the Federal High Court in other matters. The remaining clauses of Chapter III. of the schedule to the draft Bill—

the chapter which deals with "the Judicature"—do not appear to have been altered at all. They provide for the creation of "a Federal Supreme Court, to be called the High Court of Australia," and they confer upon the Federal Parliament a general power to create other courts with federal jurisdiction. Clause 73 specifies the cases in which the High Court will have appellate jurisdiction. They include cases where the High Court has itself exercised its original jurisdiction, and also cases in the Supreme Court of any State in which there would now be an appeal to the Privy Council. In these appeals the judgment of the High Court is declared to be final and conclusive, but this declaration seems to be overridden by the amendment in the text of the Bill referred to above. The matters in which the High Court has original jurisdiction are enumerated in clause 75 as matters (i.) arising under any treaty; (ii.) affecting consuls or other representatives of other countries; (iii.) in which the Commonwealth, or a person suing or being sued on behalf of the Commonwealth, is a party; (iv.) between States, or between residents of different States, or between a State and a resident of another State; and (v.) in which a writ of *mandamus* or prohibition or an injunction is sought against an officer of the Commonwealth. Moreover, clause 76 empowers the Federal Parliament to make laws conferring original jurisdiction on the High Court in certain other matters, including matters arising under the constitution or involving its interpretation, and matters of admiralty and maritime jurisdiction.

MR. CHAMBERLAIN justified interference with the Australian Commonwealth Bill on the safe ground that to impair the right of appeal imperils one of the few links which bind the colonies to the mother country, and moreover, that there is no definitely-formed opinion on the subject in Australia. The very fact that there is no suggestion now of preserving our connection with the colonies by force makes it more important to affirm that connection by the peaceful bond implied by the uniformity of law which a central court of appeal gives. There is the minor reason that clause 74 in the draft Bill, since it excluded appeals in certain matters of "public interest," would have been productive of a vast amount of litigation in the attempt to place a meaning upon this very elastic phrase. It is unfortunate that the Australian delegates to this country should have taken a view of their powers which makes it impossible for them to be parties to the proposed alteration of the draft Bill. Considering the manner in which this particular question was dealt with when the Bill was under consideration in Australia it is impossible to suppose that any considerable majority of the Australian people attach importance to the Bill being passed without other than verbal alteration. Even in a matter so specially affecting the Australian colonies as the present Bill the Imperial Parliament must be more than a mere registering machine, and where a clause touches the interests of other parts of the Empire it must exercise an independent judgment. In a phrase which has now become common, and which Mr. CHAMBERLAIN repeats, the position of the Imperial Parliament is that of trustee for the Empire, and unless there is a much stronger expression of opinion from Australia than has been heard hitherto, Parliament ought not, by suffering the right of appeal from that part of the Empire to be restricted, to open the way to corresponding restrictions elsewhere, and a general loosening of the ties between this country and the colonies. We regret, however, that the Government have not been able to bring forward their proposals for the creation of a new final Court of Appeal, replacing both the House of Lords and the Privy Council, concurrently with the change in the Australian Commonwealth Bill. The plea that time is required for consulting with the other colonies is of doubtful validity, and it is to be feared that the plan of bringing from abroad a number of paid law lords will be made the pretext for shelving the proposed reform altogether. Its only virtue is that it recognizes that colonial judges cannot work in England unless provision is made for their remuneration.

ONE CHANGE in the law made by the Conveyancing Act, 1881, remarks a Learned correspondent, required changes in

the practice of conveyancing which have been neglected—some changes, indeed, in the contrary direction to that needed having been widely adopted. Before the Act the acknowledgment in the body of a conveyance of the receipt of the consideration—except in the instance of an acknowledgment by recital, that the money was paid at some former period—was not deemed sufficient. In equity the receipt indorsed on the deed was considered to be the material evidence of the application of the money; and the want of such receipt was implied notice that the purchase-money had not been paid: 1 Preston on Abstracts (2nd ed., 1823), p. 292; 3 *ib.*, 15; 1 Jarm. By. by Sweet (3rd ed., 1841), p. 90; 5 *ib.*, 1839, p. 24; 9 *ib.*, 1844, p. 78; Dav. Conv. (2nd ed., 1855), p. 65. The Conveyancing Act, 1881, enacted that a receipt for consideration money in the body of a deed executed after the commencement of the Act should be a sufficient discharge to the person paying without any further receipt being indorsed, and that it should be sufficient evidence in favour of a subsequent purchaser unless he had notice that the money was not in fact paid. This change affected (1) the form of subsequent conveyances on sale, taking for the present purpose the formerly usual indorsed receipt as part of the conveyance; (2) the form of abstracts; and (3) the practice of examining documents in order to test abstracts. In the form of conveyances the change in the law has been almost universally followed by a corresponding omission in practice of the use of indorsed receipts, and it has also been largely followed by a change in the form of the receipt in the body of the conveyance for which the change in the law affords no reason, and against which it constitutes a strong one. The form of the receipt in the body of the deed in DAVIDSON'S first precedent of conveyances is as follows: "The receipt of which sum of £ the said A. B. doth hereby acknowledge" (vol. 2, 1857, 2nd ed., p. 164). In the first precedent of a conveyance in Key and Elphinstone's Conveyancing, the form is: "The receipt whereof is hereby acknowledged" (6th ed., 1899, vol. 1, p. 437). Of what and by whom is the receipt acknowledged? In order to find the answers resort must be had to other parts of the deed. In a simple case the reader has not to go far, and the form is probably sufficient in law; but as the clause is one of those most essential to the action of the deed, its referential and indefinite terms dissipate, instead of concentrating, attention on it. The clause should be complete in itself as the old form was. Where, indeed, the price is received by several persons, a more precise form is almost necessarily used, but it is in itself an evil in conveyancing to resort in the more complex forms to a different type from that used in the simpler cases. The expression used in them should not need to be changed, but only expanded and multiplied in the complicated ones.

A MORE important matter is the treatment of the clause in modern abstracts. In them a change was needed which has not been made. Before 1882—the receipt in the body of the deed being in equity little more than a mere form—it had become habitual with experienced makers of abstracts to give a mere reference to that clause by the parenthesis (the receipt, &c.). But an abstract of a deed made since 1881—the receipt clause being an essential part of it—should set out the words of that clause. In fact, however, it is rare to find more than the above form of reference, which, though once time honoured, ought now to have become obsolete. A correction of this evil practice is much to be desired. Nor have the examiners of abstracts become alive to the importance of the clause, uninformatively referred to by the words "receipt, &c.," and when an abstract which has been examined with the documents abstracted is laid before counsel, he rarely finds that the contents of the clause have been substituted for the mere reference to it. The deed ought, in strictness, to be re-examined; but as in the far greater number of cases the re-examination is almost sure to shew that the receipt is sufficient, and a re-examination means a further expenditure in costs, time, and labour, there is a disposition to dispense with what may occasionally be a necessary precaution—one probably for the consequences of the omission of which a solicitor may be responsible: see Dart's Vendors and Purchasers (6th ed.), p. 480.

A CHARGE of a very uncommon kind was recently made at the Bow-street police-court against a person who was lately British vice-consul at a German seaport, and the accused has been committed for trial upon the charge. In the actual offence itself, as alleged, there was nothing unusual; it was merely one of misconduct in the misappropriation of certain funds received by the accused in virtue of his office. It is, however, a rare thing for a person to be committed for trial in England for an offence alleged to have been committed in a foreign country. The first Act enabling servants of the Crown to be punished here for offences committed abroad seems to be 11 Will. 3, c. 12. This Act, however, only refers to governors and commanders-in-chief of plantations and colonies within Her Majesty's dominions beyond the seas, and is aimed chiefly at oppression of natives. The Act 13 Geo. 3, c. 63 provides for the trial of officials guilty of offences in India. It is, however, 42 Geo. 3, c. 72 which makes the widest provisions for dealing in this country with the misconduct abroad of public officers. This Act recites that "persons holding and exercising public employments out of Great Britain often escape punishment for offences committed by them for want of courts having a sufficient jurisdiction in, or by reason of their departing from, the country or place where such offences have been committed, and that such persons cannot be tried in Great Britain for such offences as the law now stands, inasmuch as such offences cannot be laid to have been committed within the body of any county." It then provides that any person employed in the service of the Crown in any civil or military capacity out of Great Britain may be tried "in His Majesty's Court of King's Bench here in England" for any "crime, misdemeanour, or offence" in the execution or exercise of his office. It is also provided that in any information or indictment the offence may be laid in the county of Middlesex. This Act clearly applies to the charge now pending, as it is in no way confined to Her Majesty's dominions. The charge, however, can only be tried in the High Court; the ordinary criminal courts are given no jurisdiction. Hence in the present case a bill will have to be presented to a Middlesex grand jury; and, if an indictment is found, it will have to be moved into the Queen's Bench Division for trial. We believe that very few trials have taken place under these Acts, but amongst the few may be mentioned *Governor Eyre's case* and *Pictou's case* (30 State Trials 225), both of which are well known. It appears from the authorities that misconduct or fraud by an officer of the Crown, in relation to his office, is indictable at common law, even when the offence is not one for which an indictment would lie if committed by one not the servant of the Crown. This principle, taken in connection with the Acts mentioned, makes it easy to deal with misconduct by consular officers and others acting as servants of the Crown in foreign countries.

IN THE CASE of *Inman v. Ackroyd & Best (Limited)* (*Times*, 12th inst.) BRUCE, J., has followed COZENS-HARDY, J., in *Salton v. New Beeston Cycle Co.* (47 W. R. 462; 1899, 1 Ch. 775), and WRIGHT, J., in *Re Central De Kaap Gold Mines* (W. N. 1899, p. 216) in holding that, under the ordinary forms regulating the remuneration of directors, the annual sum allowed by the articles of association is not apportionable, and consequently a director is not entitled to any remuneration at all unless he has served for the full year. In *Salton v. New Beeston Cycle Co.* the articles provided that the board should receive by way of remuneration "in each year" £5,000, and this amount was to be divided between the directors in such proportion as they should agree, and in default of agreement equally. COZENS-HARDY, J., held that this did not mean remuneration at the rate of £5,000 a year, but only that that sum was payable in each year, and consequently that no remuneration could be claimed except for a complete year. In *Re Central De Kaap Gold Mines* the words were slightly different. The directors were to be paid a sum of £100 "per annum," but WRIGHT, J., did not consider this a sufficient ground for distinguishing the case from *Salton v. New Beeston Cycle Co.*, and he held that there could be no apportionment. In neither of these cases does attention seem to have been specially called to the Apportionment Act, 1870. This provides for the apportionment of "all rents, annuities, dividends, and other periodical payments

in the nature of income," and the term "annuities" is defined to include salaries and pensions. It is singular that neither COZENS-HARDY, J., nor WRIGHT, J., discussed the possible effect of this enactment on the question before them. Where, as in *Re Central De Kaap Gold Mines*, a specific sum is made payable to each director, it seems difficult to distinguish such payment from a salary, and apparently apportionment should be possible. In the present case BRUCE, J., found it unnecessary to decide this point, inasmuch as the articles of association followed the same course as in *Salton v. New Beeston Cycle Co.* They specified a total sum, depending on the number of directors, which they were to receive "per annum," but the mode of division was to be determined by the directors, and only in default of such determination were they to take equally. With a clause in this form there is, until the directors have come to a determination, no definite share which any particular director can claim, and on this ground BRUCE, J., held that there was no "salary" within the meaning of the Apportionment Act, 1870, which was capable of apportionment. In drafting articles of association the doubt which these cases raise should be borne in mind, particularly in providing for the remuneration of directors who, as managing directors or otherwise, give continuous attention to the business of the company. In such cases payment should obviously be made for a part as much as for the whole year's work.

COVENANTS FOR QUIET ENJOYMENT.

THE recent decision of BUCKLEY, J., in *Tebb v. Cave* (48 W. R. 318; 1900, 1 Ch. 642) is an interesting example of the extension which modern decisions have given to the operation of the covenant for quiet enjoyment. According to the older authorities the covenant was a covenant "to secure title and possession," and was consequently not broken except by acts which interfered with either the title to or the possession of the demised premises. "There can be no doubt," said WILLES, J., in *Dennett v. Atherton* (20 W. R. 442, L. R. 7 Q. B., p. 326), "that a proceeding of the Court of Chancery, or of a Court of Common Law, interfering with the title and possession of the land, does amount to a breach of the covenant for quiet enjoyment. . . . On the other hand, it has long been settled that such a proceeding, interfering only with a particular mode of enjoyment of the land, or part of it, but not with the title or possession, is not a breach." But this limited view of the covenant was distinctly overruled by the Court of Appeal in *Sanderson v. Mayor of Berwick* (33 W. R. 67, 13 Q. B. D. 547), and the broader rule was laid down that any acts of the lessor which substantially interfere with the enjoyment of the demised premises constitute a breach of the covenant. In that case FRY, L.J., who delivered the judgment of the court, said, after referring to the above dictum of WILLES, J.: "It appears to us to be in every case a question of fact whether the quiet enjoyment of the land has or has not been interrupted; and where the ordinary and lawful enjoyment of the demised land is substantially interfered with by the acts of the lessor, or those lawfully claiming under him, the covenant appears to us to be broken, although neither the title to the land nor the possession of the land may be otherwise affected." The doctrine thus laid down was referred to by LINDLEY, L.J., in *Robinson v. Kileert* (37 W. R. 545, 41 Ch. D., p. 96), and he pointed out that it was in advance of the older authorities. At the same time he accepted it as correct.

Moreover it is not necessary that the acts which are alleged to constitute the breach of covenant should be done upon the demised premises, though, on the other hand, it seems to be necessary that they should involve a physical interference with the premises. For these two propositions *Shaw v. Stenton* (2 H. & N. 858) and *Jenkins v. Jackson* (37 W. R. 253, 40 Ch. D. 71) may be referred to as authorities. In the first the covenant for quiet enjoyment was contained in a lease of a coal mine. A stratum of ironstone lay above the demised coal. The ironstone was worked in such a manner as to cause water to percolate into the coal mine, and also to cause parts of the roof of the coal mine to fall in. It was held that there had been a breach of the covenant. "It is not necessary," it was said by WATSON, B., "that the covenantor

should commit an act of interruption upon the demised premises; if he does something so near to them as to cause them to fall down, that is an act by which the lessee ceases to have the quiet enjoyment." And the same principle, it seems, applies whenever the acts done off the premises substantially interfere with the enjoyment of them. There is no breach, however, where the acts done on the adjacent land, although amounting to a nuisance and therefore causing inconvenience to the occupier in his enjoyment of the demised premises, do not involve any physical interference with them. Hence in *Jenkins v. Jackson* (*supra*) KEKEWICH, J., declined to hold that a lessor, by creating upon the adjoining premises a nuisance by noise, had committed a breach of his covenant for quiet enjoyment. After pointing out that *Shaw v. Stenton* (*supra*) was a case of actual physical interference with the thing demised, he said: "It would be an extension of the meaning hitherto given to a covenant for quiet enjoyment to say that what is really (if it is anything) a nuisance committed on adjoining land . . . by the lessor or his tenant is a breach of the covenant for quiet enjoyment."

And even though the acts complained of would under ordinary circumstances constitute a breach of the covenant, yet they will be excused if upon the special facts it appears that at the date of the lease the parties contemplated that they would be done. In *Robson v. Palace Chambers Co.* (14 T. L. R. 56) it was shown that the lessee when he took the demised premises knew that the adjacent land was to be used for building, and he obtained them at a lower rent because the value of the premises would be decreased by the erection of the buildings and the consequent interference with the passage of light and air. Hence it was held by BIGHAM, J., that the assignee of the lessee could not complain of a breach of covenant. And so, generally, where a lessee takes part of an estate which to his knowledge is intended to be used for building, no use of the adjoining land for ordinary building purposes will amount to a breach of the covenant: *Potts v. Smith* (16 W. R. 891, L. R. 6 Eq. 311).

In the recent case of *Tebb v. Cave* (*supra*) it appeared that the defendant was at the date of the lease of a dwelling-house the owner of the house and also of adjoining land. The premises were situate in the Finchley-road, London, and the dwelling-house was three stories in height above the basement. The plaintiff was the lessee. Soon after the lease had been executed and after the plaintiff had been let into possession, the defendant built on his adjoining land flats about twenty feet higher than the demised house, and thereby obstructed the access of air to the house, with the result that a number of the chimneys smoked, and when the wind was in certain quarters part of the house was rendered uninhabitable. Upon consideration of the authorities BUCKLEY, J., held that there had been a breach of the covenant for quiet enjoyment. No reference seems to have been made to the cases of *Potts v. Smith* and *Robson v. Palace Chambers Co.* (*supra*), and the qualification which they establish would apparently be excluded by the circumstance that the erection of a lofty block of flats by the side of an ordinary dwelling-house is not a usual use of the adjacent land for building purposes. Apart from this, the only doubt which the case seems to suggest is whether there had been a physical interference with the demised premises. Assuming such interference to be an essential part of a breach of the covenant, BUCKLEY, J., held that it had occurred in the present case. "There is interposed," he said, "something which causes the ordinary current of wind, which might or would be harmless in itself, to be diverted and driven down the chimneys, with the result that the chimneys smoke." This the learned judge regarded as a physical interference with the demised premises, and he was of opinion that there had been a substantial interference with the enjoyment of the plaintiff's house, and that the covenant for quiet enjoyment had been broken.

The judges (Mathew and Bigham, JJ.) have fixed the following commission days for holding the summer assizes on the South-Eastern Circuit—viz: Huntingdon, Monday, May 28; Cambridge, Wednesday, May 30; Bury St. Edmunds, Monday, June 4; Norwich, Saturday, June 9; Chelmsford, Monday, June 18; Hertford, Monday, June 25; Lewes, Friday, June 29; Maidstone, Monday, July 9; Guildford, Wednesday, July 18.

THE DISCHARGE OF DEBTS.

I.

DEBTS are discharged by payment of the amount due, by accord and satisfaction—which is the creditor's acceptance of something else in discharge of the liability—by the assertion of a right of set-off, by release or under the bankruptcy law.

1. *Payment*.—That a debt is discharged by payment might be thought to be self-evident. A debt incurred by simple contract has always been discharged by payment. But by the rule of common law an obligation to pay a certain sum of money contracted by deed could not be effectually discharged without deed; so that to an action to recover a debt due upon a single bond a plea of payment was no defence at common law without an acquittance or release by deed: *Nichol's case* (5 Rep. 43). In equity, however, relief was afforded in such a case at an early time (Doctor and Student Dial. 1, c. 12), and specialty debts were regarded as discharged by payment without an acquittance by deed. And by statute 4 & 5 Anne, c. 16, s. 12, which is still in force, payment may be pleaded in bar of an action to recover a debt due upon a single bond or by judgment. Since the commencement of the Judicature Acts, the rule of equity has prevailed in this respect, so that bond debts are now as effectually discharged by payment as simple contract debts: see *Steeds v. Steeds* (22 Q. B. D. 537), mentioned below in connection with accord and satisfaction. Payment in order to discharge a debt must be made by the debtor or his representatives in law, or his or their authorized agent to the creditor, his representatives in law or assigns, or his or their agent duly authorized to receive the money: Litt. ss. 334, 337, 340; Co. Litt. 206, 207, 209, 210. Thus payment by a stranger to the creditor is no discharge of the debt, until the debtor has ratified the payment, as he well may: *Walter v. James* (L. R. 6 Ex. 124), and cases there cited. And payment to the creditor's solicitor, banker, or other agent is no discharge, if the creditor has given no authority, express or implied, for payment to his agent: see *Wilkinson v. Candlish* (5 Ex. 91), *Viney v. Chaplin* (2 De G. & J. 468, 477, 481), *Bourdillon v. Roche* (27 L. J. N. S. Ch. 681), *Catterell v. Hindle* (L. R. 2 C. P. 368), *Ex parte Swinbanks* (11 Ch. D. 525). If the creditor request or authorize payment through the post, he takes the risks of that mode of transit, otherwise not: *Norman v. Ricketts* (3 Times L. R. 182), *Pennington v. Crossley* (77 L. T. N. S. 43). If a debtor tender the amount due to his creditor, and the creditor refuse to accept it, the debt is not discharged (Co. Litt. 209); but if the creditor afterwards sue for the debt, the debtor will have judgment to recover his costs of the action, provided he has continued ready and willing to pay the amount tendered and has paid the same into court: *Dixon v. Clark* (5 C. B. 365); R. S. C. 1883, ord. 22, r. 3; *Kinnaird v. Trollope* (42 Ch. D. 610, 615). In order to make a valid legal tender, the debtor must offer in money, which is good legal tender, the whole amount due, or more, without asking for change: *Dixon v. Clark* (ubi supra), *Betterbee v. Davis* (3 Camp. 70), *Dean v. James* (4 B. & Ad. 546). Current gold coin is legal tender for any amount; Bank of England notes for all sums above £5, except by the bank itself, but not in Ireland; current silver coin for not more than forty shillings; bronze for not more than one shilling: statutes 3 & 4 Will. 4, c. 98, s. 6; 8 & 9 Vict. c. 37, s. 6; 33 Vict. c. 10, ss. 4, 20. A tender may, however, well be made by cheque, or otherwise than in coin which is strictly legal tender, if the creditor waive the objection on that account: *Polglass v. Oliver* (2 C. & J. 15), *Jones v. Arthur* (8 Dow. P. C. 442). But a creditor's agent authorized to receive payment must, as a rule, take payment in lawful money only—that is, in money or notes which are good legal tender: *Pape v. Westacott* (1894, 1 Q. B. 272). So an offer of a cheque to a creditor's agent authorized to receive payment in money only is not a valid tender: *Blumberg v. Life Interests, &c., Corporation* (1897, 1 Ch. 171). Costs of solicitors' letters demanding payment of the debt need not be paid or tendered before a writ be issued (*Kirton v. Braithwaite*, 1 M. & W. 310; *Holman v. Stephens*, 6 Jur. N. S. 124; *Caine v. Coulson*, 32 L. J. N. S. Ex. 97), although if a writ be issued, the creditor will be allowed the costs of one letter from his solicitor before action. The costs of any other debt-collecting agents whom the creditor may choose

to employ are not in any case payable by or recoverable from the debtor.

2. *Accord and Satisfaction*.—With regard to the discharge of debts by accord and satisfaction, there was formerly a distinction similar to that which has been considered in the case of discharge by payment. Debts made by simple contract might always be discharged by accord and satisfaction—that is, by agreement between creditor and debtor that the creditor shall accept something in the way of valuable consideration other than payment in satisfaction of the debtor's liability. But at common law an obligation directly created by deed to pay a certain sum of money could not be discharged by accord and satisfaction made without deed (*Blake's case*, 6 Rep. 43b, 44a; *Preston v. Christmas*, 2 Wils. 86), although a condition made by deed for the payment of a sum of money (such as the condition making void a bond on payment of a certain sum) might be satisfied by the creditor's acceptance of something else in the way of valuable consideration instead of payment of the money: *Pinnel's case* (5 Rep. 117), *Poyt's case* (9 Rep. 77, 79). So, also, at common law the liability on a covenant could not be discharged before breach by agreement made between the covenantor and covenantee for valuable consideration but without deed: *Heard v. Wadham* (1 East 619), *Kaye v. Waghorn* (1 Taunt. 428), *Spence v. Healey* (8 Ex. 668). But in equity relief would be given if a creditor, whose debt was secured by deed, accepted without deed something in the way of valuable consideration, other than payment, in satisfaction of the debt, and the debt was regarded as discharged by such accord and satisfaction: *Webb v. Hewitt* (3 K. & J. 438). An attempt was made so late as the year 1889 to assert the common law rule that the obligation created by a bond cannot be discharged by accord and satisfaction made without deed; but the court held that the rule of equity in this respect now prevails, and that the liability is discharged accordingly: *Steeds v. Steeds* (22 Q. B. D. 537). It appears, therefore, that liabilities created by special contract can now be discharged by accord and satisfaction as effectually as those created by simple contract. A debt is in general discharged by the creditor's acceptance, instead of payment, of anything in the way of valuable consideration that he may choose to take: Litt. s. 344; Co. Litt. 212b. But this rule is subject to the well-known exception that the payment of a smaller sum than the amount due is no satisfaction of the debt, unless there be some consideration for the relinquishment of the residue, *Pinnel's case* (5 Rep. 117), *Cumber v. Wane* (1 Str. 425), *Foakes v. Beer* (9 App. Cas. 605), *Underwood v. Underwood* (1894, P. 204). If, however, the creditor accept a negotiable security, even a cheque, for a smaller sum than is due in satisfaction of the whole, the case falls within the general rule; for the creditor has chosen to take a valuable thing which is not money instead of payment, and the debt is discharged: *Sibree v. Tripp* (15 M. & W. 23), *Goddard v. O'Brien* (9 Q. B. D. 37), and *Bidder v. Bridges* (37 Ch. D. 406). Thus it seems to be sufficiently established that the creditor may accept in satisfaction anything on which he chooses to set a value; and the courts will not inquire into the adequacy of the consideration. It appears, therefore, that, if a creditor desire to accept payment of part of a debt in satisfaction of the whole, the debtor may pay the amount intended to be accepted in cash, provided only that something which is not money—even a penny stamp or a sheet of note-paper—be given and accepted in satisfaction of the unpaid balance of the debt.

3. *Set-off*.—Where two persons are each indebted to the other, the one debt may be set off against an equal amount of the other in an action to recover either debt. This is, of course, mainly by virtue of the statutes of set-off (2 Geo. 2, c. 23, s. 13; 8 Geo. 2, c. 24, s. 5). But, until the right of set-off is so asserted, the debt is not discharged, according to English law, by the mere fact that the creditor owes the debtor an equal sum: *Pitts v. Carpenter* (1 Wils. 19), *Brown v. Baskerville* (2 Burr. 1229). In the civil law it is otherwise: *Story, Eq. Jur.*, s. 1440. If, however, the parties have engaged in a transaction necessarily constituting an account current between them of receipts and payments, debts and credits, the balance only is recoverable: *Green v. Farmer* (4 Burr. 2214, 2220). The present practice as to set-off is regulated by R. S. C. 1883, ord. 19, r. 3; but this is held to be

a rule of procedure, and not to enlarge the rights of the parties: see *Pellas v. Marine Insurance Co.* (5 C. P. D. 34), *Stooke v. Taylor* (5 Q. B. D. 569, 575). As is well known, in case of a debtor's bankruptcy, an account is to be taken where there have been mutual credits, mutual debts, or other mutual dealings between him and any of his creditors, the sums due on either side are to be set off, and the balance of the account only is to be recoverable. This rule is held to be imported into the administration by the court of the insolvent estates of deceased persons and into the winding-up of companies by virtue of the 10th section of the Judicature Act of 1875: *Mersey Steel, &c., Co. v. Naylor* (9 App. Cas. 434).

T. CYPRIAN WILLIAMS.

(To be continued.)

REVIEWS.

CONVEYANCING.

ELPHINSTONE'S INTRODUCTION TO CONVEYANCING. FIFTH EDITION. By Sir HOWARD WARBURTON ELPHINSTONE, Bart., M.A., one of the Conveyancing Counsel to the Court; JAMES W. CLARK, M.A., and ARTHUR DICKSON, LL.B., Barristers-at-Law. Sweet & Maxwell (Limited).

The last edition of this valuable work was published in 1894. In size and arrangement the present edition presents no variation, except that a chapter has been added on Registration of Title under the Land Transfer Acts, 1875 and 1897, but care has been taken to include references to the more important of the numerous cases which have been decided in the last six years on the various matters with which conveyancing is concerned. Familiar among these are *Re Carter & Kenderdine's Contract* (1897, 1 Ch. 776), referred to at p. 74 under voluntary settlements; *Pledge v. White* (1896, A. C. 187), on consolidation of mortgages (p. 215); *Conquest v. Ebbetts* (1896, A. C. 490), on damages for breach of a covenant to repair (p. 257); and *Baynes v. Lloyd* (1896, 2 Q. B. 610), on the covenants implied by the word "demise."

With regard to the work as a whole, its special merits have been too long familiar to the profession for any detailed account of it to be necessary. After preliminary chapters on uses, on the interpretation of legal documents, on the preparation of assurances, and on the form and arrangement of deeds generally, it deals in succession with the special points arising in purchase deeds of land, mortgages of land, assignments and mortgages of personalty, miscellaneous deeds relating to mortgages, such as transfers, reconveyances, &c., leases, partnership deeds, marriage settlements, wills, and other matters.

Throughout the book the subjects dealt with are treated in an eminently practical manner, so as to give an insight into the proper method of negotiating arrangements as well as into the preparation of the instruments by which they are to be carried into effect. A good instance of this will be found in the section of the chapter on settlements, which describes the negotiation and preparation of a marriage settlement. The reader will also find the law of each subject very concisely and clearly stated, as in the chapter on leases, which constitutes an excellent guide to a subject of wide importance, and picks out just the points which the practitioner requires to have ready to hand. The student and the practitioner, each in his own sphere, will find the book very helpful.

BOOKS RECEIVED.

Principles and Practice in Matters of, and Appertaining to, Conveyancing. Intended for the use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Geo. Barber.

How to Appeal Against your Rates (Outside the Metropolis). With Forms and Full Instructions. Being a Collection of Statutory Provisions and Decided Cases relating to the Assessment of Property to, and Appeals Against, the Poor Rate. By ANDREW DOUGLAS LAWRIE, Esq., M.A., Barrister-at-Law. Effingham Wilson.

Commercial Law. By W. DOUGLAS EDWARDS, LL.B., Barrister-at-Law. Methuen & Co.

The Law Magazine and Review. A Quarterly Review of Jurisprudence. Vol. XXV. No 316, May, 1900. William Clowes & Sons (Limited).

Lord Grimthorpe, who is the senior English Queen's Counsel and also the senior Benchet at Lincoln's-inn, has, says the *Times*, completed his 84th year, having been born on the 12th of May, 1816. His connection with the bar extends over 62 years, he having entered as a student at Lincoln's-inn in March, 1838. He has been a Queen's Counsel nearly forty-six years, having received his patent on the 10th of July, 1854.

CORRESPONDENCE.

ADMITTANCE TO COPYHOLDS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will one of your many readers kindly enlighten me in regard to the stamp duty, if any, payable on a memorandum of admission out of court to a copyhold tenement (held for lives) or on the copy court roll of it after entered on the roll under 57 & 58 Vict. c. 46. The 1891 Stamp Act imposes duty on "surrender" and "grants" and "copy court roll" of any surrender or grant made in court, but does not seem to impose any duty on admittances, and in an old work now before me on the stamp laws it is stated that "grant means voluntary grant as of waste, not an act of admittance. Admittances were specially charged with duty under the repealed Acts, but the charge was not re-enacted by the principal Act, and they are not liable to any duty under the present law."

Marlborough, May 15.

[Admittances were liable to duty under the old Stamp Acts, but have not been liable to duty since the Stamp Act, 1870—see *Alpe* on Stamp Duties (7th ed.), p. 146.—ED. S.J.]

W. F.

FAILURES OF SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—Many solicitors in active practice will agree that much of the evil attending our profession arises from the present method of admission. Often a candidate, very imperfectly educated, manages to "cram" just sufficient information to enable him to satisfy the examiners. His general education is frequently lamentably deficient. In many instances he has had neither the training nor experience of the responsibilities necessary to undertake the duties of a solicitor. If *visd voce* examination was insisted upon, it would find out these weak points, and disqualify many such.

A high standard of rectitude can only be obtained by a thoroughly sound preliminary education early in life. If the Incorporated Law Society would insist that only those thus qualified should be admitted, painful cases such as those of late would seldom occur.

London, May 14.

A.

PREPARATION OF ASSIGNMENTS AND UNDERLEASES BY LESSOR'S SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—We have just had submitted to us for perusal on behalf of a lessee a lease containing the covenant appended.

We should like to have the judgment of the profession on the propriety of such a clause, especially at the present day.

May 16.

CITY SOLICITORS.

The following is the covenant referred to:

"And also that all assignments and underleases of the hereby demised premises or any part thereof shall be prepared and done by the steward or solicitor of the landlord in order that he may at all times know who have any interest in the demised premises. And that the tenant shall pay such steward or solicitor his reasonable charges for the same."

CASES OF THE WEEK.

Court of Appeal.

"THE PHILADELPHIAN." No. i. 15th May.

SHIP—COLLISION—ANCHOR LIGHTS—VESSEL EXCEEDING 150FT. IN LENGTH—"IN THE FORWARD PART OF THE VESSEL"—REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1897, ARTICLE 11.

Appeal from the judgment of Bucknill, J. (reported in 48 W. R. 431; 1900, P. 43). The action was brought by the owners of the steamship *Ella Sayer* against the owners of the steamship *Philadelphian* to recover damages for a collision after dark. The *Ella Sayer*, a steamship of 313ft. in length, was lying at anchor in the River St. Lawrence, off Quebec, when she was run into by the *Philadelphian*, which was on a voyage from Montreal to Liverpool. She was carrying two anchor lights, the forward light being in the fore-shroud of the starboard fore-rigging, abreast of the foremast, 72ft. from the stem, and at the proper height above the hull. The question was whether the forward anchor light was "in the forward part of the vessel" as required by article 11 of the Regulations for Preventing Collisions at Sea, 1897. Bucknill, J., held that the *Philadelphian* was to blame for being navigated at an excessive speed and for not keeping a proper lookout. He also held that the forward light of the *Ella Sayer* was not "in the forward part of the vessel" within the meaning of article 11, but that the breach of the rule could not possibly have contributed to the collision. He therefore held the *Philadelphian* alone to blame. The defendants appealed, contending that the *Ella Sayer* was also to blame.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) dismissed the appeal, holding that the forward light on the *Ella Sayer* was properly placed as required by article 11.

A. L. SMITH, L.J., said that the question was whether the forward light on *The Ella Sayer* was "in the forward part of the vessel" within the meaning of article 11. The language of the rule was plain. The light was about a quarter of the ship's length from the stem. It was not in the after part of the vessel. It was clearly in the forward part. The words were not "at or near the stem." The rule when speaking of the after light said that it must be "at or near the stern." It was contended that the words "in the forward part of the vessel" meant "at or near the stem." There was no justification for inserting that language into the rule. It was said that the framers of the rule intended that the length of the vessel should be indicated by the position of the lights. If that was their intention they had failed to carry it into effect. This light was clearly in the forward part of the vessel, and therefore *The Ella Sayer* was not to blame.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred — COUNSEL, Joseph Walton, Q.C., Aspinall, Q.C., and W. S. Glynn; Laing, Q.C., Dawson Miller, and Adair Roche. SOLICITORS, Thomas Cooper & Co, for *Hyll*, Dickinson, Dickinson, & Hill, Liverpool; Botterell & Roche.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

Re BOND. PANES v. ATTORNEY-GENERAL. Kekewich, J. 15th May.

SETTLEMENT—WILL—TRUSTEES—CROWN—ESCHEAT—BONA VACANTIA—MONEY—LAND—CONVERSION—REAL ESTATE—PERSONAL ESTATE—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2, SUB-SECTION 2, AND s. 22, SUB-SECTION 5.

E. V. C. Bond, who died on the 19th of January, 1882, by his will dated 25th of February, 1879, declared his will to be as follows: "Whatever property I may possess at the time of my decease shall be enjoyed by my dear wife Ann Bond during her life, and I appoint the Rev. Prebendary W. W. Bowley and Mr. John Panes executors and trustees of this my will." Testator's widow died on the 6th of August, 1895. There was no remainder over on the death of the wife and no residuary devise or bequest. On the 8th of November, 1888, the two then trustees of the will were by the court appointed trustees for the purposes of the Settled Land Act, 1882, of the settlement created by the will. At the time of his death the testator was owner of certain freehold property which was in 1889 and 1892 sold by the widow under the provisions of the Settled Land Act, 1882, and the proceeds of the sales amounting to about £1,900 were now in the hands of the trustees and had not been reinvested in land. On the 17th of November, 1899, upon the application of the trustees, the master certified that no person had come in and established a claim to be the heir-at-law or next-of-kin to the testator, and that the time for advertisement for such purposes had expired. This was a summons taken out by John Panes and R. W. Gibbs (since deceased), to which the Attorney-General was defendant, asking for a declaration that John Panes and the legal personal representative of R. W. Gibbs were beneficially entitled to the capital moneys arising from the sales under the Settled Land Act of the testator's freehold property, together with all accumulations of income. It was contended on the part of the trustees that they were entitled to the moneys in their hands as the Crown could not claim by escheat, inasmuch as in order to do so the Crown would have to reconvert the money into land, which it had no equity enabling it to do. Moreover, there could be no escheat of an equitable estate; and further, that the Crown could not claim the fund as *bona vacantia*, because *bona vacantia* did not apply to proceeds of sale of real estate in the hands of trustees. The right of the Crown to the goods of the intestate was because they had no owner. Here they were in the hands of the trustees. Section 22, sub-section 5, of the Settled Land Act, 1882, was conclusive against escheat. The concluding words of that section only meant that as between the next-of-kin and heir-at-law this money would go to the heir-at-law. On behalf of the Crown it was contended that this was a claim by trustees to retain a money fund though there was no beneficial owner; that no such claim had ever been made before; the trustees never had any interest whatever in land in any form, but were merely trustees under the Settled Land Act for holding money arising from the sale of land for the purpose of reinvestment in land. The money was in effect 1,900 sovereigns with no owner, which the Crown were entitled to as *bona vacantia*. If the land had not been disposed of it would have gone to the Crown by escheat, and would never have come into the hands of the trustees. It was a mere money fund, and only land notionally under section 22 of the Act. There was no authority for saying that the trustees could retain it because there was no *cestui que trust*, or for limiting *bona vacantia* to something which had always been pure personality in the hands of the testator. It was admitted that the Crown could not claim by escheat, but the Crown claimed as *bona vacantia*.

KEKEWICH, J., said: What the court has to deal with here is a fund consisting of the proceeds of a sale of land sold under the Settled Land Act, 1882. Mr Ingle Joyce says that the sale was not good, and that although the Crown is willing to confirm it, he must not be understood to admit that it is good. For my part I am not prepared to assent to that argument and say that the sale is not good. There is a legal devise to the tenant for life, and nothing further. Therefore, trustees being appointed by the Settled Land Act, the tenant for life must be able to give a good title to the purchaser, and I think she did so. The point, however, has not been argued, so I must not be taken, in consequence of what I have said, to have given an express decision upon it, but it seems to me that under the circumstances the sale must be good both against the Crown and against anybody else. The result is that the land has been converted into money, but it is liable to reconversion into land—that is to say, anyone interested under the settlement is entitled to have it reconverted into land,

and it devolves as such. The trustees were appointed simply for the purpose of the Settled Land Act, and received the money only as trustees for that purpose; they had no estate or interest in land whatever. They say, however, "The money belongs to us because it is really land, and being land the Crown cannot get the money, if claimed by escheat, except by reconverting it into land, and there is no equity on the part of the Crown to get that done," and that is conceded. There can be no question about that, but to my mind the real difficulty arises from the Act itself, which says (section 22 (5)): "Capital money arising under this Act while remaining uninvested or unapplied, and securities on which any investment of any such capital money is made, shall for all purposes of disposition, transmission, and devolution be considered as land," and the section proceeds to say, "and the same"—that is to say, the capital money, not the land—"shall be held for and go to the same persons successively in the same manner and for and on the same estates, interests, and trusts as the land wherefrom the money arises would, if not disposed of, have been held and have gone under the settlement"; and the words "under the settlement" under section 2 of the Act, sub-section 2, comprehend undisposed-of estate expectant on the determination of the estate for life. The result is, the tenant for life being dead, the money is held on trust for the testator's right heir, and as there is no right heir to the testator, that seems to me to let in immediately the claim of the Crown without any question of reconversion. The Crown claims it in its present state as money and says, "You shall not reconvert it at all; it is money which belongs to the Crown." That seems to me to be consistent and in agreement with all the cases cited, including *Taylor v. Haugarth*, which was especially relied on by Mr. Warrington. There there was a distinct direction to sell, and that makes it an entirely different case from the present one. Here there is no direction for sale, and the money is in the hands of trustees as money until reconverted, and the Crown, instead of requiring to reconvert, requires the money as *bona vacantia*, which belongs to the testator's right heir, and in default of a right heir, to the Crown. I decide, therefore, in favour of the Crown.—COUNSEL, Warrington, Q.C., and O. L. Clare; Sir E. E. Webster, A.G., and Ingle Joyce. SOLICITORS, Meredith, Roberts, & Mills, for Baker & Co., Weston-super-Mare; Hare & Co., for The Solicitor to the Treasury.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

BEAUMONT (Appellant) v. BOWERS, SURVEYOR OF TAXES (Respondent). Div. Court. 10th May.

INLAND REVENUE—INCOME TAX—DEDUCTION—PAYMENT TO POOR LAW OFFICERS SUPERANNUATION FUND.

This was a special case stated by the Income Tax Commissioners. The appellant was appointed clerk to the guardians of the poor of the Wakefield Union and the assessment committee and school attendance committee of the said union on the 4th of March, 1884, a date prior to the commencement of the Poor Law Officers Superannuation Act, 1896, which came into operation from and immediately after the 29th of September, 1896. The appellant did not exercise the option allowed to him as such officer or servant by signifying in writing to the aforesaid authorities in pursuance of section 15 his intention not to avail himself of the provisions of that Act. The appellant was assessed to the income tax under Schedule E for the year ending the 5th of April, 1899, on the sum of £510, the amount of his salaries as clerk to the above authorities. From this sum was deducted, under section 53 of 16 & 17 Vict. c. 34, £221 for expenses wholly necessary and exclusively borne by him in the performance of the duties of the appointments which he held, leaving duty payable on the net sum of £289. The appellant claimed that the assessment was excessive by the duty on a sum of £15 10s. deducted from or paid by and borne by him for contributions made annually by him under the provisions of sections 12 and 13 of the Poor Law Officers Superannuation Act, 1896. Section 12 of this Act makes the annual contribution according to a scale fixed by section 13 compulsory on every officer to whom the Act applies. Section 7 provides in certain conditions of resignation or misconduct for the forfeiture of all benefits and of all contributions made for such benefits, while allowing the employing authority the discretion of returning in such case the whole or part of the contributions made. Section 8 provides that if an officer who has not at the time become entitled to benefit loses his appointment through no fault or act of his own, the whole of his contributions shall be returned to him. In return for these contributions the Act provides for the superannuation of the officer after serving forty years, or on his attaining sixty-five years, and in other circumstances. These contributions are not set aside to form a special fund out of which the superannuation allowances become payable, but they are paid into a common fund of the union in whose service the officer is for the time being for the years in question, and practically go towards the relief of the rates, and when the superannuation allowance becomes payable it has to be paid out of the common fund of the union in whose service the officer then is at the time. The assessment to income tax in respect of a public office such as the appellant held is laid under the general charging rule of 16 & 17 Vict. c. 34, s. 2, Schedule E, with which has to be read the rules for charging the duties assessable under the now obsolete Schedule E of 5 & 6 Vict. c. 35, s. 146, the first of which rules charges all persons holding public offices with tax on all salaries, wages, fees, perquisites or profits, after deducting therefrom the amount of duties or other sums payable or chargeable on the same by virtue of any Act of Parliament where the same have been really and *bona fide* paid and borne by the party to be charged. The commissioners refused to allow the appellant's claim, and confirmed the assessment, subject to this case.

THE COURT (RIDLEY and DARLING, JJ.) allowed the appeal. RIDLEY, J., said that *prima facie* it appeared to him that it was rightly contended for the appellant that the payment to the superannuation fund was "a sum payable or chargeable by virtue of" an Act of Parliament, and therefore it was right to deduct it. It had been contended for the respondent, however, that as it had been necessary by section 54 of the Act of 1853 to give express power to deduct certain specified payments, which did not include this one, therefore there was no power to make this deduction under the Act of 1846. The answer to that contention was that a portion of ground was twice covered, but section 54 was dealing only with insurance payments. That was the primary object of that section, but in order to cover the whole ground the section went on to include payments which, although not voluntary, were analogous to those mentioned. To hold that the deduction claimed in this case did not come within section 146 of the Act of 1846 would be giving a very limited construction to section 146.

DARLING, J., concurred. Appeal allowed.—COUNSEL, *Asquith, Q.C., and Roskill; Sir R. B. Finlay, A.G., Danckwerts, Q.C., and Rowlatt. SOLICITORS, Bridges, Sawtell, & Co., for Fillingham, Norwich; Solicitor of Inland Revenue.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ARMITAGE (Appellant) v. MOORE, SURVEYOR OF TAXES (Respondent). Div. Court. 9th May.

REVENUE—INCOME TAX—SCHEDULE D—PROFITS ON ONE BUSINESS CANNOT BE SET OFF AGAINST LOSSES ON ANOTHER BUSINESS.

Special case. W. H. Armitage, the appellant, appealed against an assessment of £800 made upon him under Schedule D of the Income Tax Act for the year ending the 5th of April, 1899, in default of a return on estimated profits of supplying steam and motive power at Caledonia Mills and Waterloo Mills, Bradford. For some years prior to the 20th of June, 1894, Messrs. Craven & Craven carried on business at Waterloo Mills, Bradford, as worsted spinners. They were the lessees under a lease granted by Mr. Townsend, of the said Caledonia and Waterloo Mills, for a term of years expiring July, 1902. In May, 1892, they sublet to F. Illingworth, a woolcomber, the Caledonia Mills and part of the Waterloo Mills for seven years, together with steam power to be generated by them upon the adjoining Waterloo Mills, and conveyed to the demised premises for driving machinery for the various purposes connected with the carrying on of the business of a woolcomber at specified rentals for each machine. Messrs. Craven themselves continued in occupation of a portion of the remainder of the premises, and they sublet to various tenants other portions and supplied them with power. In June Craven & Craven, being insolvent, executed a deed of assignment for the benefit of their creditors, and appointed the appellant as trustee with a committee of inspection. The deed provided that the appellant should sell the property, but empowered him pending the sale to carry on the business, and it provided that after realizing the property the moneys arising from the sale, after payment of the expenses of carrying out the trusts of the deed, should be distributed among the creditors as in bankruptcy. The appellant continued to occupy the premises which Craven & Craven had occupied for the purpose of winding up the business, and he continued to supply power to Illingworth in accordance with the sublease to him and also to the various other tenants of Craven & Craven. The appellant as trustee realized the assets of Craven & Craven except the lease from Townsend and paid certain dividends to the creditors. In October, 1897, a further underlease was granted by the debtors Craven & Craven to Illingworth for a period of three years from the 1st of July, 1899, of the mills and steam and motive power comprised in the lease of the 24th of May, 1892. The appellant continued to hold a portion of the premises and to supply the power to Illingworth and other tenants. The cost to the appellant of supplying power to the various parties consisted of the rent of the premises paid to Townsend, the cost of coal, water, oil for the engine and shafting, repairs, wages, and other costs and charges. The total amount received by the appellant from Illingworth and the other tenants in respect of the power was considerably in excess of the total amount of the above-mentioned items of cost. The commissioners assessed the appellant at the sum of £800 under Schedule D in respect of profits of power. The appellant contended that the difference between the cost of supplying the power and the payment he received for it was not a profit in respect of which he was liable under the Income Tax Acts. The commissioners were of opinion that the difference was profit assessable under Schedule D and that it was immaterial how such profit was applied by the appellant.

THE COURT (RIDLEY and DARLING, JJ.), in giving judgment for the Crown, said the contention of the commissioners was right and that the appellant was not entitled to set off one branch of the trade against another. He was not entitled to say that the profits of one branch of the business are not to be taken into account because he has immediately to hand them over to the creditors of another branch of the business which has turned out a failure. Judgment for the Crown.—COUNSEL, *Sir R. E. Webster, A.G., and Rowlatt; Lawson Walton, Q.C., and Muir Mackenzie. SOLICITORS, Solicitor to Inland Revenue; Field, Roscoe, & Co., for Taylor, Jeffery, & Jessop, Bradford.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

CASEY v. ROSE. Div. Court. 9th May.

REVENUE—AUCTIONEER—SALE OF WINE BY SAMPLES—AUCTIONEER'S LICENCE—"SAME PLACE OR TOWN"—8 & 9 VICT. c. 15.

This was a case stated by E. T. d'Eyncourt, Esq., one of the magistrates of the police-courts of the metropolis, sitting at Greenwich police-court. At the said police-court on the 5th and 9th days of December, 1899, an information preferred by Jeremiah Casey, an officer of Inland Revenue

(hereinafter called the appellant), against Henry John Rose (hereinafter called the respondent), under section 26 of the statute 6 Geo. 4, c. 81, charging that he, the respondent, did deal in foreign wine without having in force the licence required by the statute in that behalf, was heard and determined. The respondent was acquitted and the information dismissed. The facts as set out in the case shewed that on the 14th of September, 1899, the respondent sold by auction by sample at Sydenham, in the administrative County of London, two dozen bottles of port wine, the property of Messrs. Tyler & Sons, of 71, Eastcheap, in the City of London, in the administrative County of London, who are duly licensed as dealers in foreign wines for that address. The wine was subsequently delivered to the purchaser from that address. The respondent held an auctioneer's licence, in which he was described as of Station-approach, in the parish of Sydenham, within the administrative County of London, under the statute 8 & 9 Vict. c. 15, whereby he was authorized to sell wines by sample only at a place in the town in which the owner of the commodities is licensed but held no licence for dealing in foreign wines. It was contended on behalf of the respondent that he was entitled to conduct the said sale by virtue of the first proviso to section 14 of the statute 27 & 28 Vict. c. 56 on the ground that the owners of the wine sold were duly licensed for the sale of such wine in the same town or place as that in which the sale was held. No evidence was given as to the nature of the district between Eastcheap and Sydenham, but it was admitted that except where the River Thames intervenes the houses are continuous. It was contended for the appellant that notwithstanding the continuity of the buildings the City of London and Sydenham did not form part of one town or place. The learned magistrate held that the premises at Sydenham, in which the sale took place, and the premises 71, Eastcheap, in the City of London, were in the same town or place within the meaning of the above-mentioned section, and dismissed the said information on the ground that the respondent had not acted in contravention of the said statute 6 Geo. 4, c. 81, and of the said licences granted thereunder, which licences are expressed to be for the carrying on of the trades of auctioneer and wine merchant respectively at certain addresses within the administrative County of London. The question for the opinion of the court was whether the magistrate's decision as to the meaning of the words "town or place" was correct in point of law. For the appellant it was contended that both licences were issued in respect of the same place or town, and *Elliott v. South Devon Railway Co.* (17 L. J. Ex. 262) and *Reg. v. Cottle and Others* (20 L. J. M. C. 162) were cited in support thereof. For the Crown it was contended that the City and Sydenham, although the houses between them are continuous, are admittedly distinct and have not become one place.

THE COURT (RIDLEY and DARLING, JJ.), in giving judgment for the Crown, said the decision of the magistrate was wrong. It was difficult to lay down any general rule as to what constitutes the same place or town, and they would not attempt to do so, but they were of opinion that Sydenham is not the same place or town as the City of London for the purposes of the statute, unless it could be said the whole of the administrative County of London is to be included in the expression, which they did not think is so. Judgment for the Crown.—COUNSEL, *Sir R. E. Webster, A.G., and Rowlatt; J. E. Bankes and R. V. Bankes. SOLICITORS, Solicitor to Inland Revenue; David Davies.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Bankruptcy Cases.

Re WENHAM. Ex parte BATTAMS. Wright and Darling, JJ. 14th May.

BANKRUPTCY—PRACTICE—PARTNERSHIP—BANKRUPTCY NOTICE ADDRESSED TO DISSOLVED FIRM—PETITIONS AGAINST THE PARTNERS SEPARATELY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTIONS (1) (g), (2); s. 115—BANKRUPTCY RULES, r. 260—R. S. C. XLVIII. 1, 3, 8.

Appeal against the dismissal of a bankruptcy petition by the registrar of the Guildford County Court. The debtor John Wenham, and his brother T. K. Wenham traded in partnership in the style of Wenham Brothers, as butchers, at Woking and elsewhere, down to the 18th of November, 1899, when the partnership was dissolved by an order of the Chancery Division. On the 8th of December the petitioning creditors, Battams & Co., issued a writ against Wenham Brothers for goods supplied to the firm during the currency of the partnership. This writ was personally served on both John and T. K. Wenham, but they entered no appearance, and allowed judgment to go by default on the 30th of December. On the 8th of January Battams & Co. issued a bankruptcy notice founded on the judgment, and addressed to Wenham Brothers. The bankruptcy notice was served personally on both of the brothers on the 9th of January. Neither of them complied with the requirements of the bankruptcy notice, and on the 30th of January Battams & Co. presented separate petitions against each of the brothers Wenham, alleging, as the act of bankruptcy relied upon non-compliance with the requirements of the bankruptcy notice addressed to Wenham Brothers. The petition came on for hearing on the 20th of March, when T. K. Wenham consented to a receiving order being made against him; but counsel appeared for John Wenham and took the objection that he had not committed any act of bankruptcy by non-compliance with a bankruptcy notice addressed to Wenham Brothers. The registrar held that John Wenham had not committed the act of bankruptcy alleged and dismissed the petition against him. The petitioning creditors appealed.

WRIGHT, J., held, that as the brothers were still co-partners at the time of the accrual of the cause of action, the writ was properly issued against Wenham Brothers by virtue of the provisions of ord. 48a, r. 1. As John Wenham had been personally served with the writ

and had failed to appear, execution could have been issued against him on the judgment by reason of rule 8 of the same order. The petitioning creditors were therefore in a position to issue a bankruptcy notice against him. The only question remaining, and the most difficult one, was whether the bankruptcy notice, which followed the terms of the judgment and was addressed to the firm, was good against John Wenham after the firm had been dissolved. There were no express provisions in the Bankruptcy Act or rules dealing with the question, and the court would probably have had to decide that the bankruptcy notice was bad, were it not for two circumstances—firstly, that it followed the terms of the judgment as required by the Act and rules; and, secondly, that it had been personally served on both the partners of the extinct firm. The court was, therefore, of opinion that in substance all the requirements of the Act and rules had been sufficiently complied with and that a receiving order ought to have been made.

DARLING, J., concurred. Appeal allowed. Leave to appeal granted.—COUNSEL, *George Wallace and Davenport*; *F. C. Willis*. SOLICITORS, *H. J. V. Philpott*; *Mann & Crimp*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re PHILLIPS. Ex parte PHILLIPS. Wright and Darling, JJ. 14th May. BANKRUPTCY—ACT OF BANKRUPTCY—ASSIGNMENT OF PROPERTY FOR THE BENEFIT OF CREDITORS GENERALLY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52) s. 4, SUB-SECTION 1 (A).

Appeal by the debtor against a receiving order made by the registrar of the county court at Cheltenham. The debtor Phillips had carried on business as a livery stable proprietor with a partner named March in the style of Phillips & March. The firm of Phillips & March made an assignment to trustees for the benefit of their trade creditors of all their stock-in-trade and partnership property. Within three months from the date of such assignment a private creditor of Phillips presented a petition in bankruptcy against him. The only act of bankruptcy alleged in the petition was that the debtor had made "an assignment of his property to trustees for the benefit of his creditors generally" (Bankruptcy Act, 1883, s. 4, sub-section 1 (a)). The registrar made a receiving order upon the petition from which the debtor appealed, alleging that he had not committed the act of bankruptcy alleged, inasmuch as the assignment executed by himself and March was for the benefit of his trade creditors only, and not "for the benefit of his creditors generally," which, he contended, must be construed to mean "all his creditors."

THE COURT (WRIGHT AND DARLING, JJ.) held that the sub-section (section 4, sub-section 1 (a)) must be construed so as to cover only an assignment for the benefit of all the debtor's creditors, and that its object was to bring within the scope of the Bankruptcy Act transactions which were not fraudulent in the sense of being carried out with intent to defeat or delay creditors, but which merely had the effect of withdrawing from administration in bankruptcy affairs which were intended to be wound up under the Act. They discharged the receiving order, but remitted the case to the registrar with leave to the petitioning creditor to amend his petition by substituting the act of bankruptcy constituted by section 4, sub-section 1 (b): "If in England or elsewhere he makes a fraudulent conveyance, gift, delivery, or transfer of his property, or of any part thereof." Appeal allowed. Case remitted to registrar.—COUNSEL, *Butterworth*; *A. J. David*. SOLICITORS, *Goodale & Hobson*, for *Butterworth & Co.*, Swindon; *Heath & Cookerell*, Cheltenham.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

BARRON v. WILLIS. C.A. No. 2. 9th May.

SOLICITOR AND CLIENT—DEED OF FAMILY ARRANGEMENT—HUSBAND AND WIFE—BENEFIT TO SOLICITOR'S SON—SOLICITOR ACTING FOR ALL PARTIES—INDEPENDENT ADVICE.

This was an appeal from a decision of Cozens-Hardy, J. (reported 1899, 2 Ch. 578). The plaintiff, Mrs. Barron, formerly Mrs. Joseph Willis, sought to rectify or set aside a deed executed by her in 1891. In October, 1889, the plaintiff married Joseph Willis. He was the only son of Thomas Willis, who died in April, 1890, having by his will appointed his wife, Ann Willis, his executrix and sole residuary legatee. On the 29th of December, 1890, a deed was executed, which was made between Ann Willis of the first part, Joseph Willis of the second part, the plaintiff of the third part, and the defendants Nicholas Willis, Isaac Dunn, and William Moore Skinner of the fourth part. By this deed certain property was settled by way of family arrangement. The trusts were, during the joint lives of Ann Willis and Joseph Willis, to pay him £100 a year, and subject thereto to pay the income to Ann Willis during her life, and subject thereto a protected life interest was given to Joseph Willis, and after his death a life interest was given to the widow of Joseph Willis, with subsequent trusts in favour of the children or issue of Joseph Willis, and in default of issue a general power of appointment by deed was given to Joseph Willis and the plaintiff jointly, and subject thereto a general power of appointment by deed was given to the survivor, and in default of appointment the property was settled in trust as to one half for Nicholas Willis, and as to the other half for Frederick Herbert Skinner, son of the defendant William Moore Skinner, absolutely. In 1891 differences arose between Joseph Willis and his wife, mainly by reason of the intemperate habits into which he had fallen. On the 3rd of October, 1891, a deed was executed by Joseph Willis, the plaintiff, and Ann Willis, which after reciting that the deed of 1890 did not carry out fully the wishes of the

parties to the family arrangement, and that it had been agreed to execute the present deed to give effect to the real intention of the parties, provided that the provision for the widow of the said Joseph Willis during her life should be read and construed as a provision for the benefit of such widow so long only as she should remain the widow of the said Joseph Willis, and that the words "after the decease of the survivor" should be read and construed as "after the decease of the survivor or the marriage of the widow"; and by the same deed Joseph Willis and the plaintiff, in exercise of the joint power of appointment vested in them in case of failure of issue, appointed that the trust funds should be held in trust for such person and in such manner as Joseph Willis alone should by deed appoint, then (excluding the power of appointment by a widow of the said Joseph Willis) upon the trusts declared by the principal deed of 1890. Joseph Willis died intestate and without issue in September, 1893. By a deed dated the 2nd of August, 1894, and made between the plaintiff of the first part, Ann Willis of the second part, and Frederick Herbert Skinner of the third part, after reciting the deeds of 1890 and 1891, it was agreed by way of further family arrangement that the direction contained in the deed of 1890 for payment of the income of the trust funds to the widow of the said Joseph Willis during her life should have full force and effect, and that such income should be paid to the plaintiff during her life as if clause 1 of the deed of 1891 had not been inserted therein, and in all other respects the deeds of 1890 and 1891 should be and were thereby confirmed. All the three deeds of 1890, 1891, and 1894 were prepared by Mr. W. M. Skinner as solicitor, with the assistance of counsel. The effect of these deeds was explained to the plaintiff by Mr. Skinner, but she had no independent advice. Mrs. Ann Willis died in April, 1897. The plaintiff married again in November, 1897. On the 22nd of February, 1891, the plaintiff commenced the present action. She claimed (1) a declaration that the deed of 1891 was not binding on her so far as it purported to deprive her of the general power of appointment given her by the deed of 1890; (2) a declaration that the deed of 1894 was not binding on her so far as it confirmed the deed of 1891; (3) rectification of the deed; (4) a declaration that W. M. Skinner was not entitled to make any gift for his son F. H. Skinner at the expense of the plaintiff; (5) damages against W. M. Skinner. Mr. W. M. Skinner had purchased his son's reversionary interest, but as was pointed out he could not be in any better position than his son. Cozens-Hardy, J., dismissed the action. His lordship held that the transaction was really one between husband and wife; that the deed of 1891 being a good deed between husband and wife could not be impeached except on the ground of Mr. Skinner's relation towards the plaintiff; this, however, was not material, the deed being one between the plaintiff and her husband, not between the plaintiff and Mr. Skinner or his son. The plaintiff appealed.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—This case is important because it is very near the line. The principles of law are well settled and the only difficulty is about the application of them. The question is whether Mr. W. M. Skinner stood in such a confidential relation to the plaintiff in these transactions as made it his duty to see that she had independent advice. I make no reflection on Mr. Skinner, and I do not say that he did not act with perfect honesty. But on a consideration of the facts I think it impossible to say that a confidential relation did not exist between the plaintiff and Mr. Skinner. Under the deed of 1890 Mr. Skinner was a trustee for the plaintiff as much as for the other parties, and his position under that deed was rendered more delicate by the fact of his son taking a benefit under it. Then with regard to the deed of 1891 I am satisfied that the plaintiff knew that it was intended to cut down her life interest to an interest during widowhood and that her power of disposition was to be cut down. Whether she knew that her power of disposition was to be taken away altogether is more obscure. What was Mr. Skinner's duty to the plaintiff in this matter? He did to a certain extent suggest that she should go to another solicitor, but he did not explain to her her real position. He never gave her the advice that the proposed deed was so adverse to her interests that she ought not to execute it without independent advice. He set too low a standard of his duty. He did not rise to the occasion or appreciate the extreme delicacy of his position. He did not explain to the plaintiff the loss which she would suffer, and she did not realize it. The rule which governs such cases is well settled. It is founded on a knowledge of human nature, and intended to prevent the very mischief which arose in the present case. As to the deed of 1894, by it the plaintiff confirmed the deed of 1891 without having independent advice, and the confirmation cannot bind her. The appeal must be allowed.

RIGBY and COLLINS, L.JJ., delivered judgments to the same effect.—COUNSEL, *Hughes, Q.C.*, and *Ashton Cross*; *Asbury, Q.C.*, and *Stokes*; *F. A. Milne*; *Ecc, Q.C.*, and *Curtis*. SOLICITORS, *Wynne, Banks, & Keeble*, for *Beldou & Ackroyd*, Bradford; *Simsy & Sisney*, for *Skinner, Son, & Church*, Sunderland; *Peterson, Snow, Bloxam, & Kinder*, for *Ransom, Nelson, & Maling*, Sunderland.

[Reported by J. I. STIELING, Barrister-at-Law.]

MURRAY v. HONEY AND ANOTHER. Bruce, J. (without a jury). 3rd May.

COMMISSION BETWEEN SCOTCH AND ENGLISH SOLICITORS.

This was an action by a Scottish law agent to recover one-third of the profit costs received by the defendants as solicitors or agents on account of an action conducted by them in the Queen's Bench Division of the High Court on the instructions of the plaintiff. In addition to relying upon the usual practice between English and Scotch solicitors, the plaintiff relied

upon an express agreement. Evidence was given by several English and Scotch solicitors with regard to the alleged custom.

BAUCE, J., in giving judgment, said that there had been considerable conflict of evidence as to the alleged usage, and, giving the best attention he could, he had come to the conclusion that no such custom exists in the absence of a special agreement—COUNSEL, C. Dodd, Q.C., and Howland Jackson; Raulinson, Q.C., and F. F. Daldy.

[We are favoured with the above report.]

Winding-up Cases.

CITY OF LONDON ELECTRIC LIGHTING CORPORATION v. MAYOR AND CORPORATION OF THE CITY OF LONDON. Farwell, J. 27th and 28th April; 3rd May.

COMPANY—SHAREHOLDER—CONTRACT BETWEEN COMPANY AND CORPORATION—“DIRECTLY OR INDIRECTLY INTERESTED IN ANY CONTRACT”—CITY OF LONDON SEWERS ACT, 1848 (11 & 12 VICT. C. CLXIII.), s. 42—CITY OF LONDON SEWERS ACT, 1851 (14 & 15 VICT. C. XCI.), s. 53.

Action for a declaration that three several contracts dated and made respectively (1) the 19th of May, 1890, and made between the Brush Electrical Engineering Co. (Limited) and the Commissioners of Sewers of the City of London; (2) dated the 28th of May, 1890, and made between the Laing, Wharton, & Down Construction Syndicate (Limited) and the said commissioners; (3) dated the 3rd of February, 1891, and made between the said Brush Co. and the said commissioners, were valid and subsisting. The contracts were entered into for the purpose of lighting the City of London by electricity. These contracts were assigned to the plaintiff company on the 21st of August, 1891, with the consent of the commissioners. At the date of these contracts and assignments the sole power of lighting the streets of the city was vested in the Mayor and Corporation, to be executed by persons nominated by them as commissioners of sewers. The defendants are the successors in title of the commissioners of sewers. The city had been lighted by electricity under these contracts from the time that they were made up to 1899; in that year the defendants repudiated the contracts, on the ground that they were invalid under the City of London Sewers Acts, 1848 and 1851, as certain of the commissioners, aldermen, and common councilmen, when the contracts were entered into, were shareholders in the company. The two sections of these Acts which are important here are as follows: Section 42 of the Act of 1848—“That no person being a commissioner or a member of the Court of Aldermen or of the Common Council of the City shall be directly or indirectly interested or concerned in any contract which shall be made or entered into by or on behalf of the commissioners for the execution of any works by this Act directed or authorized to be done or executed, or for furnishing materials or labour, or for any other matter or thing whatsoever upon pain that every such contract shall be null and void, and that the person who, being a commissioner or a member of the said Court of Aldermen or of the Common Council, shall be so interested or concerned therein shall for every such offence forfeit and pay the sum of £100 to any person who shall sue for the same to be recovered in any of the superior courts by action of debt or on the case.” Section 53 of the Act of 1851—“That no person being a commissioner, who is a shareholder in, or surveyor, solicitor, or agent for any gas company, water company, paving company, or any work, undertaking, or speculation, the contracting with or the promotion or carrying out of which shall be discussed at any meeting of the commissioners, shall be eligible to sit or vote as a commissioner while such subject is under the discussion of the commissioners.” At the date of the contracts in 1890 and 1891 certain commissioners, aldermen, and common councilmen were shareholders in the Brush Co. and also the plaintiff company; but it was held not to be a fact that any commissioner, alderman, or common councilman who was a shareholder in these companies took part in the negotiations for, or settlement of, any of the contracts or conveyances. The defendants had repudiated these contracts, contending that under section 42 of the Act of 1848 the contracts were null and void by the fact that these commissioners, aldermen, and common councilmen were shareholders in the companies, as by being such they were “interested or concerned” in them. The plaintiff company in consequence brought this action for a declaration that they were valid and subsisting.

FARWELL, J., held that these two sections of these Acts must be considered together, and that if a shareholder in the contracting company was a person indirectly interested in that contract under section 42, no such contract could ever be entered into, because the Act rendered it null and void *ab initio*. It would be idle, therefore, of the later Act to enact that a commissioner who was a shareholder in any company so contracting should not be eligible to vote on the contract, if the mere fact of his interest as a shareholder rendered it impossible that any contract at all could be entered into. The Legislature, therefore, in 1851, treated shareholders as persons who could not possibly be directly or indirectly interested in construction contracts and therefore excluded them by necessary implication from the provisions of section 42. Section 42, if construed as the defendants contended, would create a novel and far-reaching disability, affecting not only innocent third persons, but the corporation and citizens themselves, as according to the defendants' contention if any one of commissioners or aldermen or common councilmen, either at the date of the execution or at any time during the subsistence of the contract to supply gas, held a single share in the supplying gas company, the whole contract becomes *ipso facto* and irremediably void. If there were two alternative constructions reasonably possible, it could not be right that the court should adopt that which forfeited the money of innocent shareholders for the act of a third person over whom they had no control. His lordship therefore made a

declaration as asked by the plaintiffs and ordered the defendants to pay the costs.—COUNSEL, Cripps, Q.C., and J. Roskill; Swinfen Eady, Q.C., Danckwerts, Q.C., and A. J. Walter. SOLICITORS, Ashurst Morris, Cripps, & Co.; H. H. Crawford.

[Reported by C. W. MEAD, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Attendances of members of the Council from the 21st of April, 1899, to the 6th of April, 1900:

Council. Committees.			Council. Committees.		
Mr. Addison	... 22	53	Sir A. K. Rollit,		
" Attlee	... 34	28	M.P.	... 18	2
" Barker	... 31	124	Mr. Saunders	... 8	1
" Beale	... 17	23	" Stewart	... 22	13
" Blyth	... 25	23	" Vassall	... 8	—
" Bristow	... 32	32	" Walters	... 34	*20
" Budd	... 14	**8	" Wightman	... 4	1
" Cunliffe	... 14	15	" Williams	... 28	33
" Fillett	... 21	**21	" Wing (1)	... —	—
" Fladgate	... 13	**1	" Winterbotham	... 26	12
" Frere	... 14	11	" Witham	... 38	47
" Freshfield	... 10	2			
Rt. Hon. Sir H.			Extraordinary Members.		
H. Fowler, M.P.	6	—	Mr. Ansall	... 2	—
Mr. Godden	... 27	**36	" Carter	... 1	1
" Grav	... 22	32	" Knocker, C.B.	... 4	—
" Gray Hill	... 14	8	" Meek	... —	—
" Hollams	... 24	15	" Osborne	... —	—
" Howlett	... 9	3	" Pope	... —	—
" Hunter	... 24	**21	" Roberts, C.	... —	—
" Johnson	... 33	9	" T. K.	... —	—
" Keen	... 27	**13	" Roberts F.E.	... 1	—
" King	... 28	**37	" Samson	... 8	8
" Lake (3)	... 20	**8	" Stevens	... —	—
" Lee	... 14	15	" *Burbidge (3)	... 1	—
" Manisty	... 36	131	" *Grassfield (3)	... —	1
" Margetts	... 22	32	" *Edgar (2)	... 1	—
" Marshall	... 6	—	" *Gibbons (2)	... —	—
" Milne	... 8	—	" *Gibson (2)	... 1	1
" Morrell	... 7	9	" *Keith (2)	... 2	—
" Munton (1)	... 7	4	" *Russell (2)	... 2	—
" Pennington	... 34	121	" *Wolferstan	... —	—
" Rawle	... 25	63	(2)	... —	—
			" *Woods (2)	... —	—

(1) Retired July, 1899.

(2) Retired October, 1899.

(3) Retired February, 1900.

**These attendances are exclusive of those on the committee appointed by the Master of the Rolls under the Solicitors Act, 1888.

Attendances on committee under Solicitors Act from 13th of April, 1899, to 5th of April, 1900:

Mr. Budd	12	Mr. Hunter	25
Ellett	14	Keen	27
Fladgate	24	Lake	38
Godden	28	Walters	29

The following are the names of the members of the committee of inquiry nominated in pursuance of the resolution of the meeting of the Incorporated Law Society, held on the 27th of April, 1900: Messrs. H. Manisty (President), C. E. Barry (President Bristol Law Society), J. S. Beale, H. E. Gribble, B. R. Heaton, M. T. Hodding (President Hertford Law Society), J. Hollams, Sir G. H. Lewis, Messrs. H. T. Norton, C. S. Pemberton, R. Pennington, R. Pybus (Newcastle), T. Rawle, Sir A. K. Rollit, Hon. C. Russell, Messrs. T. H. Russell (Birmingham), C. L. Samson (President Manchester Law Society), W. A. Weightman (President Liverpool Law Society).

The following account of the proceedings of the committee has been communicated to the *Times*: “All the eighteen members were present on Tuesday, with the exception of Sir Albert Rollit.

“The first two resolutions, proposed by Sir George Lewis, were as follows: ‘The society to use their best endeavours to obtain an amendment of the law to secure that a solicitor who shall have been adjudicated a bankrupt shall not obtain a certificate to practise, or renewal of a certificate, until he shall have produced to the disciplinary committee satisfactory evidence of the circumstances attending his bankruptcy which shall not disclose dishonourable conduct, and it shall be the duty of the society to bring the report before the court in order that the court may determine whether a certificate shall be granted or how otherwise the solicitor shall be dealt with.’ ‘That the committee be requested to use their best endeavours to obtain amendment of the law so as to make it a criminal act on the part of any agent who shall in violation of good faith appropriate the money or securities of his client or of any person who entrusts the same to him notwithstanding that there may be no direction in writing as at present required by statute.’

“These were passed unanimously.

“The third resolution, proposed by Sir George Lewis, ‘That the Council of the Incorporated Law Society be required to prosecute any and every solicitor who has committed a criminal offence by misappropriating moneys

or securities entrusted to him as solicitor or trustee,' caused considerable discussion.

"An amendment, proposed by Mr. Rawle, to the following effect, 'That the committee, whilst recognizing the scandals caused by the recent failures of solicitors, be instructed to request the Public Prosecutor to prosecute all solicitors guilty of misappropriating moneys and securities entrusted to them, and that in the event of the Public Prosecutor declining to prosecute such solicitors, the Council are to consider the course that they will adopt,' was carried by nine to seven, all the six unofficial members being in the minority. In consequence Sir George Lewis announced his intention of withdrawing from the Committee, and the proceedings were adjourned.

"The following were other resolutions which were to be proposed to the Special Committee:

"By Sir G. Lewis: 'That the Committee is of opinion that the present system by which a solicitor once elected a member of the Council is enabled to retain his position on the Council until death or resignation is prejudicial to the interests of the profession, and that no present member should be allowed to remain on the Council after he has attained the age of seventy years.' 'That an age-limit of sixty-five years, which prevails in all branches of the Civil Service, shall be the limit of age at which members of the Council who shall hereafter be elected shall retire and not be eligible for re-election.'

"By Mr. H. E. Gribble: 'That measures should be taken for making a bankrupt solicitor disqualified for the renewal of a certificate until he has obtained his discharge, unless he shows to the satisfaction of the committee that he has not been guilty of misconduct either partial or otherwise.'

"By Mr. Norton: 'That the practice of having regular audited accounts should be usual amongst solicitors.' 'That the funds of clients entrusted to solicitors otherwise than for costs, charges, and expenses should be kept in a bank separate from their accounts.'

"We understand that yesterday Mr. Gribble proposed that there should be a new member in place of Sir George Lewis."

"Mr. Russell opposed on the ground that such a new member would be too late to be of use. The original idea was that there should be an equal number of official and non-official members. This had been departed from and the official members on the committee were nearly two to one, and one new outside member would do no good."

"Eventually this question was allowed to stand over."

"Mr. Norton moved his resolution as to audit, which was opposed by Mr. Hollams, Mr. Pennington, and Mr. Beale, and also by Sir Albert Rollit, and was not carried."

"The following resolution was the only one carried: 'That it is desirable that as far as possible clients' moneys should be kept distinct from the solicitors' own funds, and that the Council be requested to urge the members of the society to adopt this course.'"

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday last, the 9th inst., Mr. Sidney Smith in the chair. The other directors present were Messrs. H. Morten Cotton, Grantham R. Dodd, Walter Dawson, C. B. O. Gepp (Chelmsford), Samuel Harris (Leicester), F. Rowley Parker, Richard Pennington, J.P., and J. T. Scott (secretary).

A sum of £375 was distributed in grants of relief, twenty-one new members were admitted to the association, and other general business transacted.

NEW ORDERS, &c.

TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Monday, the 14th day of May, 1900.

Whereas, from the present state of the business before Mr. Justice Stirling, Mr. Justice Byrne, and Mr. Justice Buckley respectively, it is expedient that a portion of the causes assigned to Mr. Justice Stirling and Mr. Justice Byrne, should for the purpose only of hearing or of trial be transferred to Mr. Justice Buckley; now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Stirling and Mr. Justice Byrne, to Mr. Justice Buckley for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices in the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice STIRLING.

1900.

Poock v Wilts & Berks Canal Co. 1899 P 2,111 April 19
Apey v MacShaw Shaw v Apey 1899 A 934 April 20
Baker v Mayor, &c, of Hertford 1899 B 4,257 April 23
Beazley v Pares' Leicestershire Banking Co, ld 1900 B 204 April 23
Anselm, Odling, & Sons, ld v Dredge 1900 A 218 April 26
Boyer v Lewis 1899 B 3,950 May 1
In re Pott Rippin v Berney 1899 R 193 April 4

SECOND SCHEDULE.

From Mr. Justice BYRNE.

Rosenbaum v Bolton 1900 R 41 April 18
Tucker v Macdonald 1899 T 1,359 April 21

Prichard v Glamorgan Coal Co, ld 1899 P 2,132 April 25
Worrall v Nisbet (trading, &c) 1900 W 184 April 30
Holmes v Walker 1900 H 425 May 1
Read v Ponchery 1899 K 1,476 May 1
Attorney-Gen v Mayor, &c, of Tynemouth 1899 A 1,152 May 4
Conan v Bridges 1899 C 4,073 May 9

HALSBURY, C.

Wednesday, the 9th day of May, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice COZENS-HARDY (1900—H.—No. 1,146).

Lionel W. Harris v. The British Empire Trust Co. (Limited).

HALSBURY, C.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 25th of April, 1900:

Arnot, Henry Glen	Healey, John Daniel
Asbury, Charles Wilfred Russell	Hidderley, Thomas
Atkey, James Frederick Haynes, B.A. (Camb.)	Hill, William George
Baddeley, Sidney	Hinman, George Ernest
Baker, Arthur John	Hordern, Arthur Drake
Barton, James	Houghton, Charles Glasby
Beeching, Ernest	Houghton, George Eric, B.A. (Oxon.)
Belsey, John William	Hughes, Charles Alfred
Beresford, Alexander	Hunt, Clifford Holmes, B.A. (Camb.)
Bevan, William	Hulton, Charles Edward
Black, Alexander MacGregor	Jackson, Francis Bernard, B.A. (Camb.)
Bradbury, Reginald Orlando	Jarvis, Sydney Herbert
Brown, Charles	Jeffreys, Charles Nicholas Theodore
Brydone, Patrick, B.A. (Camb.)	Jessop, George
Burke, Harold Edwin Grant, B.A. (Oxon.)	Johnson, Harold Charles
Burnup, Herbert Watson, B.A. (Camb.)	Keith, Gerald
Butler, Alfred James Agard, B.A. (Camb.)	King, Thomas Freeman
Campbell, Joseph	Knight, Athro Charles
Castle, Claude Montague	Knight, George Brook
Catlow, John Harrison	Lampard, Charles Frank
Chesterman, William Paul	Leech, Ernest Cuambré
Churcher, Viotti Emanuel George	Levick, Guy Hamilton Tudway
Clarkson, Willie	Lott, Harry Buckland
Coke, Leigh Rigby	Lustgarten, Joseph
Copland, Henry Townsend	Macleod, Ronald Neil
Corfield, Thomas Henry, B.A. (Oxon.)	Maples, Edward Leigh
Coward, George Victor	Marston, Hugh
Cowland, John Fleetwood	Mattingly, Frederick Robert
Crane, Frederick Charles Smith	May, Charles
Creed, Herbert Bricknell	Mercer, Henry Philip
Dacre, John Charles	Mercer, William David
Dahne, David Lionel Carl	Middleton, James Megoram
Dart, Frank	Miller, William Robert
David, Walter Powell	Mills, Norman Petrie
Davis, George Edgar Shuter, B.A. (Camb.)	Mitchell, Edmund Bascombe
Dennis, Cecil	Moore, John Ernest Davidson
Driffeld, Edward Bowles	Mullis, Fred
Eastwood, Albert Edward, B.A. (Camb.)	Nicholls, Ernest James
Ellis, Hubert Edward	Ogilvie, Francis Dashwood
Falk, George Adolph, B.A. (Camb.)	Osborn, Arthur Cecil Flanagan, B.A. (Camb.)
Forman, Archibald Claude	Owen, Hugh John
Freeman, Edgar, B.A. (Oxon.)	Patrick, John
Freeman, Horace John	Pearce, Harold Seward
Freshfield, James William, B.A. (Camb.)	Pierpoint, Roger
Frost, Cecil Dashwood	Rawlings, James Dadford
Gaskell, Wallis William Penn	Rawlings, Hugh Penrose Cordozo
Gates, Thomas P'Anson	Keddy, John Pier-e
Gillett, William Alan	Renton, Cyril William
Gough, John Bolle Tyndale	Richardson, Frederic Henry
Gray, Elliott Cecil George, B.A. (Camb.)	Richardson, John Houli
Greene, Kenneth Wollaston	Richardson, John Sherbrooke, B.A. (Camb.)
Gush, Geoffrey Bertram	Rigby, John Tomlinson
Hamlin, William Ernest	Ritchie, George Southern
Hardwick, Augustus Alfred Henry	Ross, Jonathan
Harvey, Arthur William Hext	Rowlands, William
Haslam, Harold Hargreaves	Salmou, Edward Henry Hardwick
Hayton, Joseph	Sanderson, Harry Herbert
	Scott, George Reginald
	Sedgwick, John Stephen, B.A. (Camb.)
	Sells, Bertram Duncomb
	Shepherd, Charles Burney
	Smith, Stanley

Snowden, Turner
Steel, Leonard Percy
Stephens, John Herring
Stiebel, Ernest Arthur
Storer, Edward Augustine
Syrett, Howard
Thomas, Henry John
Thompson, Algernon
Cankrien
Thompson, Charles Sydney
Thorneloe, Francis
Todd, Frederick Gavin
Trinder, Arnold James
Tucker, George
Tufnell, Cecil Sydney Pearce
Tumilty, John Spencer
Twist, Harold Godfrey

Waller, Arthur Horace
Watson, John Lees
Watson, Julian Arthur Howard
Watson, Robert
Wayman, Harry Reginald Bland,
B.A. (Oxon.)
White, Richard Pratt
Whitfield, James Gibson, B.A.
(Camb.)
Whittuck, Francis Gerald
Willat, Robert John
Williams, Lewis Arnold
Williams, William Price
Wilson, William Henry
Yates, Edwin
Young, Edwin Fritz

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 23rd and 24th of April, 1900:

Ainsworth, Arthur Cheatham
Alexander, Ernest Arthur
Anderson, Joseph Baker
Anthony, John Randolph
Attwood, William
Barber, Richard William
Bartram, Cecil
Bell, John Sackville
Blair, John
Board, William John
Boulton, Walter Mountford
Branding, William Joseph
Brooks, William Thomas
Brooks-Hill, Frederick
Brown, Sydney Herbert
Burton, Wilfrid
Bush, Lester James
Campbell, Alexander Boswell
Campbell, James
Carter, Ernest Shaen
Carvalho, Samuel Nunes
Church, Frederick Basil Braby
Cook, George Rope
Coop, George Pool
Coop, Samuel Howard
Danger, Henry George
Davies, David Albert, LL.B. (Lond.)
Davies, Morgan
Knevet de Knevet, Edgar Standish
Louis
Dunkerley, Chorlton
Everett, William John
Ewing, James Archibald
Fenton, James Marriott
Fox, Arthur George Bickerstaffe
Freeman, David
Gash, Percy Reginald Frederic
Gough, William Henry, B.A.
(Oxon.)
Gould, Ralph Colin
Hadrill, Arthur William
Harrison, Henry James
Haydon, Richard Evelyn Bethell
Hett, Francis Paget
Hilton, Robert
Hodgkinson, Robert Frank Byron
Hodgson, Frederic Charles
Holloway, Ernest James
Jones, William Caer

Kenyon, Gordon Lloyd Trevor, B.A.
(Camb.)
Larken, Edmund
Lechmere, Jocelyne Alban Augustine
Loader, Kenneth
Longhurst, Alexander Dalgairns
McTurk, John
Mandall, Thomas Cooper
Martyn, Gerald Stephen
Milne, David Barrett
Modlin, Henry Frederick Jonathan
Mogford, Richard Hambrook
Morgan, Matthew Wayne
Naylor, Arthur Henry
Owen, John Arthur George
Parkinson John Wilson Henry
Peacock, Percy James
Platts, William Henry John
Purkis Harry Wakeham
Ram, Francis Robert
Read, Alfred William
Read, Ernest Sabine
Robbins, Harold Northway, B.A.
(Camb.)
Sheldon, Ernest Alfred
Shepherd, Charles Edward
Smith, Ernest Arscott
Smith, Philip Gatty, B.A. (Oxon.)
Steed, Francis George
Stokes, Alexander Hudleston
Talbot, Samuel Thomas
Taylor, Edward Reginald
Thomas, Thomas James, B.A.
(Camb.)
Tippetts, Percy William Berriman
Tonkin Samuel
Troup, Arthur Malcolm
Turner, Harry Clifford
Walker, Harold Felous
Webber, Herbert James
Williams, Frederick John
Wills, Henry
Windeatt, John
Winterbottom, Edward
Wontner, Adrian Russell
Woodgate, Albert Ernest
Woods, Francis Edmund
Wright, Charles Reuben

LAW STUDENTS' DEBATING SOCIETY.

The annual dinner of this society was held on the 9th inst. Sir F. Jeune in the chair. Among others present were the Common Serjeant, Mr. Bosanquet, Q.C., Mr. W. R. McConnell, Q.C., Mr. Rentoul, Q.C., M.P., Mr. Gedge, M.P., Sir F. Lushington, and Mr. Archibald Hair.

The toast of "The Queen" having been honoured, Mr. A. H. RICHARDSON proposed "The Bench and the Bar."

Mr. BOSANQUET, who described himself as half a judge, and Mr. RENTOUL replied.

"The Incorporated Law Society" was proposed by Mr. R. D. ISAACS, Q.C., and Mr. GEDGE, M.P., in responding, said that the society was not sufficiently representative of the whole profession. They wanted an infusion of younger blood upon the council. The honour and character of the solicitor's profession was at stake, and it rested with its members to reiterate the determination that they would see something done that would tend to prevent the occurrence of scandals. It was difficult to prevent fraud, but they could at least punish it. They should take care that as far as possible the truth should come out, and whatever punishment or obloquy might be deserved should be meted out to the offenders, however high they stood in the profession.

Sir F. JEUNE, in proposing "The Law Students' Debating Society," said that debating societies were a very important means of teaching accuracy of expression, without which the best thoughts might lie hidden under a bushel. Although some debating society tricks were to be avoided, he believed that those who attended law debating societies gained the greatest possible advantage in acquiring facility of expression and courage to face powerful opponents. Mr. EDWIN T. CLOSE responded.

LEGAL NEWS.

OBITUARY.

A Reuter telegram (recently received from Shanghai) announces the death, on Thursday, the 26th of April last, of Sir NICHOLAS JOHN HANSEN from the effects of pneumonia and complications. He was the son of Mr. James Hansen, of Kingswood Lodge, Dulwich, by Susan, daughter of Mr. W. Lee, of Nayland, Suffolk, and was born in 1842. He was educated at the City of London School and University College, London, and graduated B.A. at the London University with honours in logic and moral philosophy. In 1866 he was called to the bar at the Inner Temple, and from 1871 to 1874 was Acting Deputy Judge at Yokohama. In 1878 he was appointed Crown Advocate at Shanghai, and in 1891 he became Chief Justice of the Supreme Court for China and Japan. Between the years 1891 and 1897 he acted as Consul-General for China and Japan. Sir Nicholas Hansen, who received the honour of knighthood in 1895, married in 1869 Jessie Maria Harriette, daughter of Mr. J. Woodhouse, of Henley-on-Thames. Sir Nicholas was a younger brother of the late Lord Hansen. The funeral of the late Sir Nicholas Hansen took place at Shanghai on the 29th of April, the ceremony having a public character. By desire of the late Chief Justice the remains were cremated. Representatives of all the naval powers and consular bodies, as well as a number of Chinese officials, were present, and the volunteer corps of all nationalities attended the service in the Cathedral.

APPOINTMENTS.

Sir WILLIAM ANSON, M.P., Mr. FREDERIC MARSHALL, Q.C., and Mr. ETHERINGTON SMITH have been elected Benchers of the Inner Temple, in succession to the late Mr. FORSYTH, Q.C., the late Mr. MILLAR, Q.C., and the late Mr. CLERK, Q.C.

Mr. BLAKE ODGERS, Q.C., and Mr. FREDERICK CLIFFORD, Q.C., have been elected Benchers of the Honourable Society of the Middle Temple, in succession to the late Sir CHARLES HALL, Q.C., and the late Mr. CRUMP, Q.C.

Mr. WILLIAM HORNER, solicitor, of Stockton-on-Tees, Durham, and Thornaby-on-Tees, Yorkshire, has been appointed a Commissioner of Oaths. Mr. Horner was admitted in December, 1882.

GENERAL.

It is stated that Mr. Justice Darling will be the Whitsuntide Vacation Judge.

It is announced that Mr. James A. Fleming, advocate, has been appointed Sheriff Depute of Dumfries and Galloway, in the room of Sheriff Rampini, resigned.

We are informed that Messrs. Gibson & Weldon are now preparing a new (sixth) edition of their well-known Students' Conveyancing. It will be brought entirely up-to-date, and contain a new chapter on official conveyancing—i.e., registration of title, and will be published in the Autumn.

It is stated that, in consequence of continued indisposition, Mr. Justice Wills will not go on the Northern Circuit at the ensuing summer assizes, as previously arranged, his place being taken by Mr. Justice Channell. The latter will go all round the early part of the circuit, being joined at Manchester by Mr. Justice Phillimore.

The London Gazette announces that the Queen has been pleased, by Letters Patent under the Great Seal, dated the 10th day of May, 1900, to appoint the Right Honourable Sir Nathaniel Lindley, Knt., to be a Lord of Appeal in Ordinary, under the provisions of "The Appellate Jurisdiction Act, 1876," and to grant to him the dignity of a Baron for life, by the style and title of Baron Lindley, of East Carleton, in the county of Norfolk.

On Monday, in the House of Commons, Mr. Labouchere asked the First Lord of the Treasury whether any legislation was contemplated in order to render liable as trustees bankers, brokers, and solicitors, in respect of moneys and securities placed in their hands by their clients. Mr. Balfour said: The subject has been brought into unpleasant prominence lately, and though the Government have no proposals to offer, I think it is one that should be taken into consideration.

At a meeting of the Irish bar, held on the 11th inst., under the presidency of Mr. William Ryan, Q.C., it was resolved, on the motion of Mr. Hemphill, Q.C., M.P., seconded by Serjeant Jellett: "That the members of the Irish bar, in general meeting assembled, hereby record their protest against the appointment of a member of the English bench, however distinguished, to fill the vacancy among the Lords of Appeal caused by the retirement of Lord Morris. The bar consider that this appointment is a distinct violation of the understanding hitherto observed, that Ireland should be represented in the court of ultimate appeal by the selection from the Irish bench or bar of at least one of the four Lords of Appeal in Ordinary." At the half-yearly meeting of the Incorporated Law Society of Ireland, which was held in Dublin on Wednesday, a resolution was passed describing the action of the Government in not filling the vacancy created by the retirement of Lord Morris by a member of the Irish bench or bar as a breach of an established precedent calculated to injure the best interests of the administration of justice in Ireland.

At the dinner of the Auctioneers' Institute on the 11th inst., Mr. Justice Channell, in responding to the toast of the bench, said it had that day had a very considerable accession to its strength, because there had been sitting for the first time as a judge one who, he was sure, was well known to all—the late Attorney-General, Sir Richard Webster. Everybody who knew him must feel that his presence on the bench was a great accession of strength—indeed, everything which had happened in the legal changes of the last day or two was an accession of strength to the bench.

Wednesday last being the grand day of Easter Term, the treasurer of Gray's Inn (Mr. C. A. Russell, Q.C.) and the masters of the bench entertained at dinner the following guests—viz: Lord Claud Hamilton, the Right Hon. Lord Strathearn and Mount Royal, the Hon. Mr. Justice Buckley, his Honour Judge Sir A. G. Marren, his Honour Judge Masterman, Dr. Sydney Ringer, F.R.S., Mr. Anderson Critchett. The masters of the bench present in addition to the treasurer were: The Right Hon. Lord Shand, Sir Arthur Collins, Q.C., Mr. Sheil, Mr. Rose, his Honour Judge Paterson, Mr. Mulligan, Q.C., Mr. Mattinson, Q.C., Mr. Lewis Coward, Mr. Macaskie, Mr. Montague Lush, Mr. H. C. Richards, Q.C., M.P., Mr. Duke, Q.C., and Sir Julian Salomon, Q.C., with the preacher, the Rev. J. H. Lupton, D.D.

On Monday there was held, says the *Times*, an adjourned meeting of creditors under a receiving order made against James Herbert Farmer, solicitor, of 15, Copthall-avenue, E.C. The debtor attributes his insolvency to the death and failure of persons largely indebted to him, the failure of company promotions and companies, inability to recover large sums owing to him, his having been too ready with his money and signature, whereby he incurred bad debts and liabilities on behalf of other persons, and to the expenses and effect of the prosecution of himself, with two other persons, in 1896, for conspiring to blackmail a company promoter, of which charge he was acquitted. Since the last meeting a statement of affairs had been filed disclosing unsecured liabilities £33,063 and assets estimated by the debtor to produce £10,103. He states, however, that claims against him for £11,300 have been withdrawn. After some discussion the meeting adjourned for three months to enable the debtor to submit a proposal.

A circular has been issued by the Local Government Board to county councils enclosing a copy of another circular which they have addressed to parish councils respecting certain provisions of the Commons Act, 1899 (62 & 63 Vict. c. 30), with particular reference to the power conferred on county councils by section 17 (2) of that Act of investing parish councils with powers under the Open Spaces Acts, 1877 to 1890, and stating: "The board may at the same time direct attention to sub-section 4 of section 17 of the Act of 1899, which provides that all the powers exercisable by the London County Council and other local authorities under the Open Spaces Acts, 1877 to 1890, may also be exercised by the county council of any administrative county. The effect of this enactment is to confer on county councils throughout the country the same facilities for acquiring and maintaining and regulating open spaces and burial grounds available for the use of the public for exercise and recreation as have hitherto been exercisable under the Acts in question by the London County Council and the sanitary authorities in London, and by town councils and other urban and rural district councils in other parts of the country. The same subsection provides that any expenses incurred by a county council under these Acts are to be defrayed as expenses incurred under the Local Government Act, 1888—i.e., as expenses for general county purposes out of the county fund."

"E. W. B." (query Mr. Justice Byrne), writing in this month's *Law Magazine and Review* on Lord Justice Chitty, says: "There will be no dissentient voice, I am sure, from the ranks of the public, suitors, solicitors, or the bar, if the opinion of the writer be expressed that no man ever went from the court of justice with a sense of wrong done him when Chitty presided. No suitor ever left his court without feeling that his case had been fully and fairly tried, no solicitor ever felt that his client had suffered injury on account of the impatience of the tribunal, or the inexperience of the advocate. A friend of the writer, well qualified to speak on the matter, says of him: 'He knew law; many of us have, as it were, a banker's balance of knowledge in our libraries, if we are given time to go and draw upon it; but Chitty's knowledge was ready money. It is hardly a figure of speech to say that he had his law at his fingers' ends, so ready, so accurate, so unfailing was his answer to any call upon his knowledge. He did not merely know where to find the law on such or such a point—he could and did tell you at once where that law was.' Coupled with an intense hatred of anything that savoured of fraud, oppression, or dishonourable conduct, Chitty never moulded the law into strange shapes to meet his private sense of what was honourable or right from a moral point of view. One point, not perhaps sufficiently appreciated by those who did not practise before him up to the end of his career, is that as a judge he ripened and improved year by year, and to the last day he sat, showed how a great mind is capable of improvement."

At the Mansion House police-court on Wednesday, Walter Herbert Cowl, of Fenchurch-street, was summoned, at the instance of the Incorporated Law Society, for unlawfully pretending that he was duly qualified to act as a solicitor. Mr. C. O. Humphreys, solicitor, appeared for the prosecution on the part of the Incorporated Law Society. Mr. Daniel Ward was counsel for the defence. Mr. Humphreys said that the defendant was admitted a solicitor in 1880 and he had continued to practise his profession and had taken out his certificates regularly from the date of his admission until last year. He ought to have taken out a certificate on the 15th of November last year. Forms of certificate were issued by the Law Society for solicitors to fill up and get stamped at Somerset House. A form was given to the defendant on the 16th of November last year, but he neglected to have it stamped at Somerset House until the 16th of March last, and he had been practising as a solicitor in the interval. In answer to the Lord Mayor, Mr. Humphreys said the certificate would not extend

to the 16th of March next, but would expire on the 15th of November. On the 5th of March last the defendant acted as solicitor for the prosecution in a case at that court. Replying to the Lord Mayor, Mr. Humphreys said that no pecuniary advantage had arisen to the defendant from neglecting to take out his certificate at the proper time except that he had been practising in the interval and he had merely had the interest on the money payable for the stamp until the 16th of March. Mr. Ward, for the defence, said the defendant was a solicitor and was a first class honours man of the Law Society. He had been practising in the City of London and his name had appeared in the Law List regularly for twenty years. He applied for a form of certificate on the 16th of November, but by a slip on the part of someone in his office it was not taken to Somerset House to be stamped. Solicitors in large practice left these matters to clerks. The defendant thought that the certificate had been taken out all right. It was not until the 15th of March last that his attention was called to the fact that his name did not appear in the Law List, and he sent the certificate to Somerset House the next day to be stamped. The Lord Mayor said he should inflict a penalty of £5 and one guinea costs.

COURT PAPERS. SUPREME COURT OF JUDICATURE.

Date.		APPEAL COURT No. 2.		Mr. Justice STIRLING.		Mr. Justice KEENE.	
Monday, May	21	Mr. Leach	Mr. Justice	Mr. Beal	Mr. Justice	Mr. Beal	Mr. Justice
Tuesday	22	Godfrey	Mr. Justice	Pugh	Mr. Justice	Church	Mr. Justice
Wednesday	23	Leach	Mr. Justice	Beal	Mr. Justice	Church	Mr. Justice
Thursday	24	Godfrey	Mr. Justice	Pugh	Mr. Justice	Church	Mr. Justice
Friday	25	Leach	Mr. Justice	Beal	Mr. Justice	Church	Mr. Justice
Saturday	26	Godfrey	Mr. Justice	Pugh	Mr. Justice	Church	Mr. Justice

Date.		Mr. Justice BYRNE.		Mr. Justice COZENS-HARDY.		Mr. Justice FARWELL.	
Monday, May	21	Mr. Farmer	Mr. Justice	Mr. Carrington	Mr. Justice	Mr. King	Mr. Justice
Tuesday	22	King	Mr. Justice	Mr. Jackson	Mr. Justice	Mr. King	Mr. Justice
Wednesday	23	Farmer	Mr. Justice	Larribton	Mr. Justice	Jackson	Mr. Justice
Thursday	24	King	Mr. Justice	Lavie	Mr. Justice	Pemberton	Mr. Justice
Friday	25	Farmer	Mr. Justice	Carrington	Mr. Justice	Jackson	Mr. Justice
Saturday	26	King	Mr. Justice	Lavie	Mr. Justice	Pemberton	Mr. Justice

DEATH.

HANSEN.—On April 26, at Shanghai, in his 56th year, Sir Nicholas J. Hansen, Chief Justice H.B.M.'s Supreme Court for China and Korea. (By Cable.)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

- May 21.—Messrs. ST. QUENTIN & SON, at the Mart, at 2:—City of London (Trustees' Investment).—Waltham: Freehold Ground-rent of £260 per annum, with reversion in 54 years to a rack-rental estimated at £200 per annum. Solicitors, Messrs. Wade & Lyall, London. (See advertisement, May 12, p. 3.)
- May 23.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2:—Southend-on-Sea: The picturesque Freehold Marine Residence, Recko House, West Cliff. Also Three Freehold Residences in Southend; let at £100 per annum. Solicitor, R. J. Telford, Esq., London.—Leytonstone, E.: Detached Freehold Residence. Solicitors, Messrs. Munro, Slack, & Co., London.—Southend: Two Plots of Freehold Building Land. Herne Bay: Seven Building Sites. Solicitors, Messrs. Woodard, Hood, & Thorne, London.
- Wandsworth-common: Freehold Residence; rental value £120. Solicitor, A. R. O. Lowndes, Esq., London.—Wandsworth: Two Leasehold Residences; let at £37 and £36 respectively. Solicitor, R. W. Beckwith, Esq., London. (See advertisement, May 12, p. 3.)
- May 24.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & CO., at the Mart, at 2, in 33 Lots:—Berks, Maidenhead (The Fishery Estate, on the banks of the Thames): Freehold Residences, Ornamental Bungalows, and Riverside Cottages, several sites overlooking the river, and about 21 acres of Building Land, close to the Thames. Solicitors, Messrs. Wadson & Mallett, London. (See advertisement, May 12, p. 3.)
- May 24.—Messrs. LEE, SON, & CO.:—Plots of Freehold Land at Roehford, near Southend-on-Sea. (See advertisement, April 28, p. 3.)
- May 25.—Messrs. HENRY CHAPMAN & CO., at the Mart, at 2:—Putney: Valuable Freehold Ground-rents, 17 Freehold or Long Leasehold Houses (in Lots to suit small or large funds); also Freehold Building Land, about 1 acre; adjoining Barn Elms, close to Putney Heath and River Promenade. Solicitor, C. G. Hobbs, Esq., London. (See advertisement, May 5, p. 3.)

RESULTS OF SALES.

MEERS, H. E. FOSTER & CHANFIELD, at their Property Auction at the Mart, E.C., on Wednesday last, disposed of a number of Freehold Ground-rents at Wimbledon and Norwood for a total sum of £3,875. At the same sale they also sold a short Leasehold at Wandsworth, realising £1,820.

REVERSIONS, LIFE POLICIES, SHARES, &c.

The same firm held their usual fortnightly Sale of the above Interests at the Mart, E.C., on Thursday last, when a total of £3,481 was realized.

REVERSIONS:

To One-fifth of £3,000; lives 22 and 37	£	Sold	315
About one to One Moiety of £5,414 11s 9d net cent	Consols; life 49	1,110	
To Copholds at Pinner, producing £233 10s per annum; lives 22 and 37	165		

LIFE POLICIES:

For £1,000, in the Standard; life 68	390		
For £1,000, in the Scottish Widows; life 51	360		

Also SHARES in various undertakings.

WINDING UP NOTICES.

London Gazette.—Friday, May 11.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

- ARMY CYCLE REST SYNDICATE, LIMITED.—Petition for winding up, presented May 7, directed to be heard on May 30. Putvoys & Co., 23, John St., Bedford row, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29.
- DUKINFIELD CENTRAL WORKING MEN'S SOCIAL CLUB AND INSTITUTE CO., LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to John Simpson, 1, Cornhill, London, E.C.
- LA COMPTAIRE DE MAYVILLE, LIMITED.—Creditors are required, on or before June 22, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hall Downes, 28 and 29, St. Swinburn's Lane, Lumley & Lumley, 37, Conduit St., solicitors to liquidators.
- POSTERFRACT TELEGRAPH AND PRINTING CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to George William Townsend, Carlisle Chambers, Goolse.

FRIENDLY SOCIETIES DISSOLVED.

ADAM LODGE OF ANCIENT FREE GARDENERS SOCIETY, Railway Inn, High st, Wallend, Northumberland. May 5
 ROYAL ALBERT LODGE, N.I.O.F. SOCIETY, Albert Tavern, Derby st, Bolton le Moors, Lancs. May 5

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

COMSTOCK MINES (BRITISH COLUMBIA), LIMITED—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to Willy Hugh Bartlett, 9, Fenchurch avenue. Davidson & Morris, 40 and 42, Queen Victoria st

FOLKSHILL CYCLE CO, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Ashley, 13, Bishop st, Coventry. Hughes & Masser, Coventry, solvers for liquidator

GLOBE VENTURE SYNDICATE, LIMITED—Peta for winding up, presented May 10, directed to be heard May 30. Peacock & Goddard, 3, South sq, Gray's inn, for Mullings & Co, Cirencester, solvers for petner. Notice of appearing must reach Peacock & Goddard not later than 6 o'clock in the afternoon of May 29

HAWKINS BLOCK 45, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Emanuel Beale, 72, Bishopsgate st Within. Burn & Berridge, 11, Old Broad st, solvers to liquidator

LONDON SHIPPING EXCHANGE, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to William Beckett Hill, 103, Leadenhall st. Crump & Son, 10, Philpot lane, solvers to liquidators

SELF-ACTING PNEUMATIC TYRE PUMP SYNDICATE, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Francis William Finley, 53, Coleman st. Miller & Co, St. Stephen's church, Telegraph st, solvers for liquidator

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 11.

RECEIVING ORDERS.

ADLAM, HARRY, Camden Town, Commission Agent High Court Pet May 7 Ord May 7
 APPLETON, RICHARD, Henley on Thames, Journeyman Plumber Salisbury Pet May 7 Ord May 7
 ARCHER, HARRY EDWARD, Brandon, Warwick, Farmer Coventry Pet May 9 Ord May 9
 ARGENT, JAMES, Bradford, Piano Tuner Bradford Pet May 9 Ord May 9
 ASHLEY, RICHARD, and WILLIAM ASHLEY, Crews, Builders Nantwich Pet May 8 Ord May 8
 BATESON, HENRY JAMES, Dalton in Furness, Grocer Barrow in Furness Pet May 8 Ord May 8
 BAWDEN, SIDNEY FRANK, Aldersnabury, Umbrella Manufacturer High Court Pet May 29 Ord May 7
 BRAIN, EDWARD JAMES, Bristol, Beer Retailer Bristol Pet April 30 Ord May 9
 BRETT, ALFRED JAMES, Staplehurst, Kent, Carpenter Maidstone Pet May 8 Ord May 8
 BUTCHER, CHARLES, Martock, Somerset, Baker Yeovil Pet April 26 Ord May 7
 CARRW, SAMUEL, Bristol, Tea Merchant Bristol Pet May 7 Ord May 7
 CHAPLOW, JOSEPH, Durham, Druggist Durham Pet May 7 Ord May 7
 COLE, CHARLES HENRY, Bristol, Warehouseman Bristol Pet May 8 Ord May 8
 COLLETT, HUBERT EDWARD, Holborn circus, Diamond Merchant High Court Pet May 9 Ord May 9
 COLLIS, JAMES, Thornton Heath, Surrey, Carman Croydon Pet May 9 Ord May 9
 COOPER, RICHARD, jun, Goole, Yorks, Traveller Wakefield Pet May 8 Ord May 8
 FROST, HARRY, Bury, Lancs, Labourer Bolton Pet May 7 Ord May 7
 GRACE, WILLIAM HENRY, Leicester, Painter Leicester Pet May 9 Ord May 9
 GRIFFITHS, JOSEPH, Glynneath, Glam, Coal Miner Neath Pet May 7 Ord May 7
 HOLLAND, SARAH ALICE, Westbury on Trym, Glo, Corn Merchant Taunton Pet May 8 Ord May 8
 HOLT, JOSEPH, Oldham, Journeyman Clogger Oldham Pet May 7 Ord May 7
 HOWARD, CHARLES NEVILLE, Salthill, near Slough, Bucks, Grocer Windsor Pet May 8 Ord May 8
 HUGHES, THOMAS, Wighton, Norfolk Norwich Pet May 8 Ord May 8
 HUMPHREYS, EVAN, MARY HUMPHREYS, and RICHARD HUMPHREYS, Portmadoc, Butchers Portmadoc Pet May 8 Ord May 8
 JACKSON, JAMES WILLIAM, Kingston upon Hull, Labourer Kingston upon Hull Pet May 8 Ord May 8
 JENNINGS, ROBERT CHARLES, Birmingham, Engineer's Draughtsman Birmingham Pet May 9 Ord May 9
 JEWELL, JAMES, Leatherhead, Surrey, Farmer Croydon Pet May 4 Ord May 4
 JONES, CHARLES, Mynyddylwyn, Mon Newport, Mon Pet May 7 Ord May 7
 JONES, JOHN, Birmingham, Builder Birmingham Pet May 7 Ord May 7
 KEEN, WILLIAM JAMES, Verwood, Dorset, Dealer Poole Pet May 7 Ord May 7
 KILBY, WILLIAM, jun, Dunstable, Bedford, Grocer Luton Pet May 7 Ord May 7
 KING, GEORGE, Cockington, Devon, Dairyman Exeter Pet May 7 Ord May 7
 LINDSEY, WALTER, Stockenham, Carriage Proprietor Croydon Pet May 8 Ord May 8
 LITTLEJOHN, FREDERICK, Newport, Mon, Grocer Newport, Mon Pet May 9 Ord May 9
 MERTENS, CHARLES, Tottenham court rd, Cabinet Maker High Court Pet May 9 Ord May 9
 MORRIS, G F, East Dulwich, Builder High Court Pet March 21 Ord May 9
 MORRIS ARTHUR, Aberdare, Plumber Aberdare Pet May 8 Ord May 8
 NOBLE, JOSEPH, Bradford, Cabinet Maker Bradford Pet May 8 Ord May 8
 OTWAY, JOHN, Chislehurst, Kent, Fuller Croydon Pet May 9 Ord May 9
 OWEN, JOHN, Penrhywlad, Glam, Collier Pontypridd Pet May 7 Ord May 7
 PITT, HENRY, Cardiff, Cardriver Cardiff Pet May 7 Ord May 7
 RADDA, FRED, Dewsbury, Grocer Dewsbury Pet May 9 Ord May 9
 RILEY, JAMES, Southampton, Engineer Southampton Pet May 9 Ord May 9

SAVAGE, WILLIAM, St Albans, Herts, Builder St Albans Pet May 5 Ord May 5
 SHAKESHAFT, SIDNEY WILLIAM HERBERT, Birmingham, Grocer Birmingham Pet April 27 Ord May 7
 SMITH, FREDERICK, Landport, Hants Builder Portsmouth Pet May 7 Ord May 7
 STANTON, TOM, Boston, Lines, Labourer Boston Pet May 5 Ord May 5
 TURNER, WILLIAM CLARK, Nottingham, Merchant Nottingham Pet May 8 Ord May 8
 WAKEFIELD, HERBERT, Morecambe, Lancs, Traveller Preston Pet May 7 Ord May 7
 WILSON, WILLIAM, Leeds, Broker Leeds Pet May 8 Ord May 8

FIRST MEETINGS.

ADLAM, HARRY, Camden Town, Commission Agent May 31 at 12 Bankruptcy bldg, Carey st
 AINSWORTH, ERNEST ARTHUR HARRISON, H M Convict Establishment Portland May 18 at 12 Bankruptcy bldg, Carey st
 ARCHER, HARRY EDWARD, Wolston, Warwick, Farmer May 21 at 12 1/2, Hertford st, Coventry
 ASKHAM, MARY ELIZABETH, Camberwell, Lodging house Keeper May 21 at 11 Bankruptcy bldg, Carey st
 BANKS, JOHN LAWTON, Kingston upon Hull, Engineer May 18 at 11 Off Rec, Trinity House in Hull
 BAWDEN, SIDNEY FRANK, Aldersnabury, Umbrella Manufacturer May 18 at 2 30 Bankruptcy bldg Carey st
 BERNARD, HENRY PETER, H M Convict Establishment, Parkhurst May 18 at 12 30 Bankruptcy bldg, Carey st
 BOAL, THOMAS WAINHOUSE, Leeds May 18 at 12 Off Rec, 22, Park row, Leeds
 BOMBACH, FERDINAND, St Leonards on Sea, Boarding house Keeper May 18 at 1 30 County Court Office, 24, Cambridge rd, Hastings
 BROOMHEAD, CHARLES, Esher, Surrey, Saddler May 18 at 12 30 24, Railway app, London Bridge
 CAIRNS, JAMES, Skipton, Yorks, Tailor May 18 at 11 Off Rec, 31, Manor row, Bradford
 COOPER, RICHARD, jun, Goole, Yorks, Ironmonger's Traveller May 18 at 11 Royal station Hotel, York
 CROSFIELD, THOMAS, Ainslie, Westmorland, Joiner May 18 at 12 Grosvenor Hotel, Strand, London
 CROSBLEY, JOHN, Gorton, Lancs, Farmer May 18 at 2 30 Off Rec, Byrom st, Manchester
 CURTIS, LEWIS, Pontypriid, General Dealer May 18 at 3 130, High st, Merthyr Tydfil
 DEAN, ARTHUR, Bradford, Builder May 21 at 11 Off Rec, 31, Manor row, Bradford
 ELLIS, ARTHUR, Sheffield, Estate Agent May 18 at 12 Off Rec, Figuee lane, Sheffield
 FROST, HARRY, Bury, Labourer May 18 at 3 18, Wood st, Bolton
 GOLDBY, ALLEN, Leeds, Pork Butcher May 18 at 11 Off Rec, 22, Park row, Leeds
 HOLT, JOSEPH, Oldham, Journeyman Clogger May 18 at 10 20 Off Rec, Bank chambers, Queen st, Oldham
 JOHNSON, WILLIAM JOHNSON, Penketh, nr Warrington May 23 at 2 30 Off Rec, Byrom st, Manchester
 KING, GEORGE, Cockington, Devon, Dairyman May 24 at 10 30 Off Rec, 13, Bedford circus, Exeter
 NIGHTINGALE, JOHN, Hastings, Licensed Victualler May 18 at 12 30 County Court Office, 24, Cambridge rd, Hastings
 NOBLE, JOSEPH, Bradford, Cabinet Maker May 21 at 12 Off Rec, 31, Manor row, Bradford
 OATES & CO, J B, Dewsbury, York, Woollen Manufacturers May 18 at 3 Off Rec Bank chambers, Bailey
 OTTUM, SIDNEY HERBERT, Eltham, Carman May 18 at 11 31 24, Railway app, London Bridge
 PARNELL, FREDERICK GROOMBRIDGE, Ruck Potts, Chester, Audit Clerk May 22 at 12 Off Rec, 35, Victoria st, Liverpool
 PICKERING, GEORGE HENRY, Stockton on Tees, Warehouseman May 30 at 3 Off Rec, 8, Albert rd, Middlesbrough
 POPE, JOSEPH, Cinderford, Glo, Outfitter May 19 at 12 Off Rec, station rd, Gloucester
 PORTER, ROBERT, Great Grimsby, Auctioneer May 19 at 11 Off Rec, 16, Osborne st, Great Grimsby
 POWELL, EDWIN, Reading, Stonemason May 21 at 12 Queen's Hotel, Reading
 ROBEY, ARTHUR JOHN, Hastings, Draper May 18 at 1 County Court Office, 24, Cambridge rd, Hastings
 SAVAGE, WILLIAM, St Albans, Herts, Builder May 18 at 12 Bankruptcy bldg, Carey st
 SMITH, ARTHUR, Ambleside, Glo, Lodging house Keeper May 20 at 11 Off Rec, Station rd, Gloucester
 SMITH, FREDERICK, Landport, Hants, Builder May 18 at 3 Off Rec, Cambridge junc Portsmouth

TOWER GALVANIZING CO, LIMITED—Peta for winding up, presented May 11, directed to be heard on May 30. Treman, 7, New st, Lincoln's inn, solvers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29

FRIENDLY SOCIETIES DISSOLVED.

STRAFORD ENTERPRISE WORKING MEN'S CLUB, 33 and 35, Salway rd, Stratford, Essex, May 7
 WEADDALE QUARRYMEN'S PERMANENT SICK BENEFIT FUND, High st, Stanhope, Darlington, Durham. May 7

TO SOLICITORS, REAL ESTATE OWNERS, AND REPRESENTATIVES.—We obtain Best Prices for all Quantities of Second-hand and Defective Rails, Scrap Iron, Old Plant, &c. We undertake to SELL for Clients, at a moderate commission, or to Purchase outright where necessary, all Iron, Steel, and Heavy Goods, Castings, &c. Highest references. Write or wire—MORDAUNT LAWSON & Co., Workington, Cumberland (Telegrams: Mordaunt, Workington; Telephone: No. 9), and Branches at Belfast, Birmingham, Carlisle, London, Liverpool, and Middlesbrough.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

SMYTHE, JOSEPH FORRESTALL, Darlington, Gunmaker May 18 at 2 Off Rec, 8, Albert rd, Middlesbrough
 SYKES, WILLIAM, civil, Soap Manufacturer May 21 at 12 1/2, John William st, Huddersfield
 TONKS, A. TWO MILLS, Ash, nr Eborham May 24 at 2 30 Off Rec, 4, Pavilion bldg, Brighton
 TOOMER, J. FLETCHER, Gresham st, Railway Contractor May 21 at 12 Bankruptcy bldg, Carey st
 UNDERWOOD, ALFRED, Edgware rd, Monumental Mason May 21 at 11 Bankruptcy bldg, Carey st
 WHITE, JAMES LACOT, Tuxford, Notts, Builder May 22 at 12 Off Rec, 31, Silver st, Lincoln

ADJUDICATIONS.

ADLAM, HARRY, Camden Town, Commission Agent High Court Pet May 7 Ord May 7
 APPLETON, RICHARD, Henley on Thames, Journeyman Plumber Salisbury Pet May 7 Ord May 7
 ARCHER, HARRY EDWARD, Wolston, Warwick, Farmer Coventry Pet May 9 Ord May 9
 ARGENT, JAMES, Bradford, Piano Tuner Bradford Pet May 9 Ord May 9
 BATESON, HENRY JAMES, Dalton in Furness, Grocer Barrow in Furness Pet May 8 Ord May 8
 BRETT, ALFRED JAMES, Staplehurst, Kent, Carpenter Maidstone Pet May 8 Ord May 8
 CHAPLOW, JOSEPH, Durham, Druggist Durham Pet May 7 Ord May 7
 COLE, CHARLES HENRY, Bristol, Warehouseman Bristol Pet May 8 Ord May 8
 COLLIS, JAMES, Thornton Heath, Surrey, Carman Croydon Pet May 9 Ord May 9
 COOPER, RICHARD, jun, Goole, Yorks, Ironmonger's Traveller Wakefield Pet May 8 Ord May 8
 FROST, HARRY, Bury, Labourer Bolton Pet May 7 Ord May 7
 GRACE, WILLIAM HENRY, Leicester, Painter Leicester Pet May 9 Ord May 9
 GRIFFITHS, JOSEPH, Glynneath, Glam, Coal Miner Neath Pet May 7 Ord May 7
 HAINES, JOHN, Cardiff, Builder Cardiff Pet May 1 Ord May 4
 HARRY, SAMUEL, Horley, Surrey, Florist Croydon Pet May 24 Ord May 8
 HIGGS, EDWIN, Camden Town, Solicitor High Court Pet Feb 17 Ord May 9
 HOLT, JOSEPH, Oldham, Journeyman Clogger Oldham Pet May 7 Ord May 7
 HOWARD, CHARLES NEVILLE, Salthill, nr Slough, Grocer Windsor Pet May 8 Ord May 8
 HUGHES, THOMAS, Wighton, Norfolk Norwich Pet May 8 Ord May 8
 HUMPHREYS, EVAN, MARY HUMPHREYS, and RICHARD HUMPHREYS, Portmadoc, Butchers Portmadoc Pet May 8 Ord May 8
 JACKSON, JAMES WILLIAM, Kingston upon Hull, Labourer Kingston upon Hull Pet May 8 Ord May 8
 JENNINGS, ROBERT CHARLES, Edgbaston, Engineer's Draughtsman Birmingham Pet May 9 Ord May 9
 JEWELL, JAMES, Leatherhead, Farmer Croydon Pet May 4 Ord May 4
 JONES, CHARLES Mynyddylwyn, Mon Newport, Mon Pet May 7 Ord May 7
 JONES, JOHN, Birmingham, Builder Birmingham Pet May 7 Ord May 8
 KEEN, WILLIAM JAMES, Verwood, Dorset, Dealer Poole Pet May 7 Ord May 7
 KILBY, WILLIAM, jun, Dunstable, Bedford, Grocer Luton Pet May 7 Ord May 7
 KING, GEORGE, Cockington, Devon, Dairyman Exeter Pet May 7 Ord May 7
 KING, GEORGE, Cockington, Devon, Dairyman Exeter Pet May 7 Ord May 7
 MITCHELL, WALTER, Great Yarmouth Great Yarmouth Pet May 6 Ord May 9
 MORRIS ARTHUR, Aberdare, Plumber Aberdare Pet May 8 Ord May 8
 NOBLE, JOSEPH, Bradford, Cabinet Maker Bradford Pet May 8 Ord May 8
 OTWAY, JOHN, Chislehurst, Kent, Builder Croydon Pet May 9 Ord May 9
 OTTUM, SIDNEY HERBERT, Eltham, Carman Greenwich Pet April 6 Ord May 8
 OWEN, JOHN, Penrhywlad, Glam, Collier Pontypridd Pet May 7 Ord May 7
 PHILLIPS, GEORGE, Pontypriid, Draper Pontypriid Pet April 24 Ord May 7
 PITT, HENRY, Cardiff, Cardriver Cardiff Pet May 7 Ord May 7
 RADDA, FRED, Dewsbury, York, Grocer Dewsbury Pet May 9 Ord May 9
 RILEY, JAMES, Southampton, Engineer Southampton Pet May 9 Ord May 9

BEAL, ARTHUR JOHN, Hastings, Draper Hastings Pet March 5 Ord May 9
 RAYSON, WILLIAM, St Albans, Hertford, Builder St Albans Pet May 5 Ord May 8
 SMITH, FREDERICK, Landport, Hants, Builder Portsmouth Pet May 7 Ord May 10
 STANTON, TOM, Boston, Labourer Boston Pet May 5 Ord May 8
 TURNER, WILLIAM CLARE, Nottingham, Merchant Nottingham Pet May 8 Ord May 11
 WAKEFIELD, HERBERT, Morecambe, Lancs, Traveller Preston Pet May 7 Ord May 10
 WELLS, WILLIAM ALFRED, Red Lion st, Holborn, Builder High Court Pet March 28 Ord May 7
 WIDSON, WILLIAM, Leeds, Broker Leeds Pet May 8 Ord May 11

London Gazette.—TUESDAY, MAY 15.

RECEIVING ORDERS.

ACKLAND, WALTER, and HENRY ACKLAND, Cardiff, Grocers Cardiff Pet May 8 Ord May 11
 APPELBY, ANNIE, Eastbourne, Croydon Pet March 15 Ord May 10
 BARNETT, CHARLES WILLIAM, Heligman, Norwich, Draper Norwich Pet April 23 Ord May 7
 BELLAMY, HENRY CHARLES, Cardiff, Baker Cardiff Pet May 12 Ord May 15
 BLAKY, FRED, Wilsden, Bradford, Coal Merchant Bradford Pet May 12 Ord May 15
 CARTER, WILLIAM ROBERT, and WILLIAM HENRY CROWTHER, Leeds, Woollen Manufacturers Leeds Pet May 9 Ord May 12
 CAYE, EDWARD JAMES, Hampstead, Builder High Court Pet May 9 Ord May 10
 CLIFF, ALFRED, Liverpool, Mortgage Agent Liverpool Ord May 10
 COOKS, CHARLES, Barkby, Leicester, Farmer Leicester Pet May 10 Ord May 10
 COOILL, HARRY, Southend on Sea, Mineral Water Manufacturer Chelmsford Pet May 9 Ord May 9
 COPE, WILLIAM HENRY, Uttoxeter, Joiner Burton on Trent Pet May 11 Ord May 11
 CORBETT, JOHN, Camberley, Surrey, Hotel Proprietor Guildford Pet May 11 Ord May 11
 COTTON, JOHN SHAW, and FRANCIS PERCY COTTON, Hanley, Grocers Hanley Pet May 11 Ord May 11
 CURET, JAMES, Leicester, Boot Manufacturer Leicester Pet May 10 Ord May 10
 FORD, JOHN W., Shepperton's Bush, Tailor High Court Pet April 19 Ord May 11
 HALL, F. EDGAR, 2d, Dentist High Court Pet April 20 Ord May 11
 HARRIS, THOMAS EDWARD, Cophall st, Stock Broker High Court Pet April 21 Ord May 11
 HINTON, WILLIAM BARFOOT, Burton on the Wolds, Leicester, Farmer Leicester Pet May 11 Ord May 11
 HICKMOTT, JOSEPH, New Windsor, Berks, Clothing Salesman Windsor Pet May 9 Ord May 9
 HILL, CHARLES TREVITT, Eatham, Kent, Baker Greenwich Pet May 10 Ord May 10
 HOLROYD, WILLIAM, Platt Bridge, nr Wigan, Painter Wigan Pet May 11 Ord May 11
 JACKSON, WILLIAM, Leamington, Ironmonger Warwick Pet May 11 Ord May 11
 LAMBERT, ROBERT, Landport, Hants, Butcher Portsmouth Pet May 11 Ord May 11
 LART, WILLIAM STANTON, Borough High st High Court Pet March 20 Ord May 12
 LINDLEY, WILLIAM CHARLES, Manchester, Haberdasher Manchester Pet April 6 Ord May 10
 LINDSEY, WALTER, Beckenham, Kent, Carriage Proprietor Croydon Pet May 8 Ord May 10
 LITTLEJOHN, FREDERICK, Newport, Mon, Grocer Newport Pet May 9 Ord May 12
 MARKS, EPHRAIM, Leeds, Fruiterer Leeds Pet May 10 Ord May 10
 MOORE, WALTER, Birmingham, Builder Birmingham Pet May 9 Ord May 10
 MORTON, WILLIAM, ALLAN HILL, and HERBERT MORTON, Cleckheaton, Ironfounders Bradford Pet May 11 Ord May 11
 OOLEY, JOHN Pembroke, Butcher Pembroke Dock Pet May 11 Ord May 11
 ORMAN, NATHAN AARON, Pontymerst, Mon, Clothier Newport Ord May 11 Ord May 11
 PLANTS, HENRY WILLIAM Birmingham, Carver Birmingham Pet May 9 Ord May 9
 PRICE, HENRY, Upper Boat, Glam, Collier Pontypridd Pet May 10 Ord May 10
 SANDS, ANTONIO FREDERICK AUGUSTUS, Kensington, Artist High Court Pet Jan 17 Ord May 10
 SHAW, JOSEPH, Woodsetton, Staffs, General Dealer Dudley Pet May 9 Ord May 9
 SIDDALL, FRANK, Driffield, Scarborough Pet May 11 Ord May 11
 STEPHENSON, JOHN HUDDARD, Leeds Leeds Pet May 11 Ord May 11
 STUBBS, REGINALD GEORGE, Fley, Yorks, Cycle Dealer Scarborough Pet May 10 Ord May 10
 TYRELL, HERBERT, Bath Bath Pet April 2 Ord May 11
 WADE, OLIVER, Road, nr Blackburn, Butcher Burnley Pet May 11 Ord May 11
 WALKER, FREDERICK, Fenchurch st, Watchmaker High Court Pet March 8 Ord May 10
 WELCH, FELIX McDONALL, Birmingham, Tailor Birmingham Pet April 11 Ord May 12
 WHITNELL, FREDERICK ARTHUR, Plymouth, Bootmaker Plymouth Pet May 10 Ord May 10
 WILKINSON, GEORGE and JOHN CALVERT, Accrington, Cotton Manufacturers Burnley Pet May 12 Ord May 12

Amended notice substituted for that published in the London Gazette of April 29:
 BRADBROOK ROBERT HENRY, Fage, China Dealer Croydon Pet April 19 Ord April 25

MR. BERTRAM JACOBS, LL.B. (Lond.),
 of 61, Fore-street, E.C., First in Honour Jurisprudence and Roman Law, First in Honour Common Law and Equity, Honourable Solicitors' Final, Exhibition and University Law Scholar, Coaches for all Law Examinations.

LAW PARTNERSHIP.—Qualified man, aged 28, member of a well-known Midlands family. Wants introduction to Established County Firm, with a view to an early Partnership; can introduce capital and business; Worcestershire, Herefordshire, Gloucestershire, Oxfordshire, or Shropshire preferred.—Address (replies will be treated as strictly confidential), X. B., care of Willing's, 123, Piccadilly, London, W.

LAW.—Wanted, end of June, a thoroughly competent Managing Clerk (unadmitted); good salary.—Address C. M. C., care of J. W. Vickers, 5, Nicholas-lane, E.C.

WANTED, Clerkship; 25 years' experience in High Court Practice.—S., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

WANTED, by Firm of Advocates and Solicitors in Singapore, Straits Settlements, a Barrister or Solicitor to assist them in their work; good salary; prospect of partnership for suitable man.—Apply, in first instance, stating experience, to STRAITS, "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

CHANCERY - LANE.—Ground Floor Offices to be let; opposite Carey-street; Four Rooms, Ground Floor; One Room, Third Floor; all good lights.—Apply to WEATHERALL & GREEN, Surveyors, 23, Chancery-lane.

TYPEWRITING of every Description excellently done; terms moderate.—Mrs. WISELEY, 123, Albert-street, Regent's Park, N.W.

CITY OF SHEFFIELD.—The Corporation of Sheffield are prepared to Accept Loans on Mortgage or Deposit.—For terms apply, CITY ACCOUNTANT and REGISTRAR, Town Hall, Sheffield.

SOLICITORS, MORTGAGEES, and Others.
 M. DAVIS, 40, Ladbroke-grove, London, is always Prepared with Cash to Repurchase every description of Property, in any state of repair or position in London, or within 40 miles; introductory fees if arranged in advance.

BELL, ROBERT, Upperby, nr Carlisle May 28 at 3 Off Rec, 34, Fisher st, Carlisle
 BEX, GEORGE, and OLIVER GRAHAM BEX, Stechford, Worcester, Builders May 24 at 11 174, Corporation st, Birmingham
 BRAIN, EDWARD JAMES, St Philip's, Bristol, Beer Retailer May 23 at 1 Off Rec, Baldwin st, Bristol
 BRETT, ALFRED JAMES, Staplehurst, Kent, Carpenter May 20 at 11.30 Off Rec, 9, King st, Maidstone
 CAREW, SAMUEL, Bristol, Tea Merchant May 23 at 12 Off Rec, Baldwin st, Bristol
 CAYE, EDWARD JAMES, Hampstead, Builder May 22 at 11 Bankruptcy bldgs, Carey st
 CLYNE, ALBERT, Liverpool, Confectioner May 23 at 12 Off Rec, 35, Victoria st, Liverpool
 COOKS, CHARLES, Barkby, Leicester, Farmer May 24 at 12 Off Rec, 1, Berridge st, Leicester
 COLE, CHARLES HENRY, Bristol, Warehouseman May 23 at 12.30 Off Rec, Baldwin st, Bristol
 COLLETT, HUBERT EDWARD, Holborn circus, Diamond Merchant May 22 at 12 Bankruptcy bldgs, Carey st
 CURET, JAMES, Leicester, Boot Manufacturer May 22 at 12 Off Rec, 1, Berridge st, Leicester
 FIELD, ARTHUR, Birmingham, Sign Writer May 23 at 12 174, Corporation st, Birmingham
 GRACE, WILLIAM HENRY, Leicester, Painter May 23 at 12 Off Rec, 1, Berridge st, Leicester
 HAINES, JOHN, Cardiff, Builder May 23 at 12 Off Rec, 117, St Mary st, Cardiff
 HINTON, WILLIAM BARFOOT, Burton on the Wolds, Leicester, Farmer May 22 at 3 Off Rec, 1, Berridge st, Leicester
 HINTON, JOHN, Doynton, nr Bristol, Roadman May 23 at 11.15 Off Rec, Baldwin st, Bath
 HOWARD, CHARLES NEWELL, Bath, nr Slough, Bucks, Grocer June 2 at 3 Townhall, Windsor
 HUGHES, THOMAS, Wighton, Norfolk May 23 at 3 Off Rec, 8, King st, Norwich
 JACKSON, JAMES WILLIAM, Kingston upon Hull, Labourer May 22 at 11 Off Rec, Trinity House ln, Hull
 KENNEDY, WILLIAM, Woolton Hill, nr Newbury, Berks, Breeder of Horses May 23 at 12 1, St Aldate's, Oxford
 KENT, GEORGE FREDERICK, Barnet, Builder May 24 at 3 95, Temple chambers, Temple av, London
 LAMBERT, ROBERT, Landport, Hants, Butcher May 22 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 LEAVER, HENRY W., Swenase, Dairyman May 23 at 12 Off Rec, 31, Alexandra rd, Swansea
 MANTON, THOMAS and CHARLES MANTON, Walsall, General Smiths May 23 at 11.30 Off Rec, Walsall
 MERTENS, CHARLES, London st, Tottenham Court rd, Cabinet Maker May 22 at 12 Bankruptcy bldgs, Carey st
 MILLA, ZACHARIAH, Handsworth, Grocer May 24 at 12 174, Corporation st, Birmingham
 MITCHELL, WALTER, 61 Yarmouth May 26 at 1 Off Rec, 8, King st, Norwich
 MORGAN, G. F., East Dulwich, Builder May 22 at 11 Bankruptcy bldgs, Carey st
 OTTER, WINIFRED, and AGNES EDITH BENDY, Cheltenham, Milliners May 24 at 11.15 County Court bldgs, Cheltenham
 OVERTON, BRACEWELL, Nelson, Lancs, Warp Dresser May 25 at 12 Exchange Hotel, Nicholas st, Burnley
 PITT, HENRY, Cardiff, Cartdriver May 23 at 11 Off Rec, 117, St Mary st, Cardiff
 RANDA, FRED, Dewsbury, Grocer May 24 at 3 Off Rec, Bank chambers, Batley
 RILEY, JAMES, Southampton, Engineer May 23 at 3 Off Rec, 173 High st, Southampton
 SKILBECK, JOSEPH, Bishopstone, Sussex, Trainer June 6 at 11 17, High st, Lewes
 SMITH, SARAH AUGUSTA, and EDWIN ROWLES, Wellington, Tailors M-y 22 at 11.30 Off Rec, St Paul's sq, Bedford
 THOMPSON, THOMAS WILLIAM, Clapton, Manufacturing Confectioner May 23 at 12 Bankruptcy bldgs, Carey st
 TURNER, WILLIAM CLARK, West Bridgford, Notts, Merchant May 22 at 12 County Court house, St Peter's gate, Nottingham
 WELCH, FELIX McDONALL, Birmingham, Tailor May 23 at 11 174, Corporation st, Birmingham
 WELDON, GEORGE, Brompton rd, Doctor May 25 at 11 Bankruptcy bldgs, Carey st
 WILSON, WILLIAM, Leeds, Broker May 23 at 1 Off Rec, 21, Park row, Leeds

Advised notice substituted for that published in the London Gazette of May 11:
 SMYTH, JOSEPH FORBES, 141, Lexington, Gunmaker May 18 at 3 Royal Station Hotel, York

ADJUDICATIONS
 ACKLAND, WALTER, and HENRY ACKLAND, Cardiff, Grocers Cardiff Pet May 8 Ord May 11
 BALL, CHARLES EDWARD, Hammersmith, Contractor High Court Pet March 30 Ord May 12
 BARNETT, CHARLES WILLIAM, Norwich, Draper Norwich Pet April 23 Ord May 7
 BELLAMY, HENRY CHARLES, Cardiff, Baker Cardiff Pet May 12 Ord May 15
 BLAKY, FRED, Wilsden, nr Bradford, Coal Merchant Bradford Pet May 12 Ord May 15
 CARTER, WILLIAM ROBERT, and WILLIAM HENRY CROWTHER, Leeds, Woollen Manufacturers Leeds Pet May 9 Ord May 12
 COOILL, HARRY, Southend on Sea, Mineral Water Manufacturer Chelmsford Pet May 9 Ord May 9
 CURET, JOHN, Camberley, Surrey, Joiner Burton on Trent Pet May 11 Ord May 11
 COTTON, JOHN SHAW, and FRANCIS PERCY COTTON, Burnley, Grocers Hanley Pet May 11 Ord May 11
 CURET, JAMES, Leicester, Boot Manufacturer Leicester Pet May 10 Ord May 10
 FIELD, ARTHUR, Birmingham, Sign Writer Birmingham Pet April 16 Ord May 12
 FARMAN, JOHN DONNE, Bath, Grocer Bath Pet April 30 Ord May 12
 GRIMSHAW, JOSEPH, Hampstead, Builder High Court Pet April 10 Ord May 10

FIRST MEETINGS.

ARGENT, JAMES, Bradford, Piano Tuner May 23 at 11 Off Rec, 81, Manor row, Bradford
 BARNETT, CHARLES WILLIAM, Heligman, Norwich, Draper May 24 at 11.30 Angus Mart, Tokeshouse rd
 BARLAND, JOSEPH, Baxton in Furness, Draper May 23 at 11.30 Off Rec, 16, Cornwalls st, Baxton in Furness

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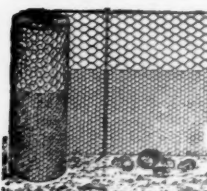
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